

# Terms of Service | ClassBank Help Center

Terms of Service



Written by ClassBank

Updated over a week ago

*This Agreement was last modified on June 13, 2024*

## Overview

Welcome to ClassBank (formerly ClassEquity), an online platform for classroom management and financial literacy, operated by ClassEconomy LLC (“ClassBank,” “we,” or “us”). This document explains the terms by which you may use our online tools and website (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the ClassBank Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

If you are agreeing to this Agreement not as an individual but on behalf of your company or organization, then “Organization” or “you” means your company or organization, and you are binding your Organization to this Agreement. ClassBank may modify this Agreement from time to time, subject to the terms below.

By clicking on the “I agree” (or similar button) that is presented to you at the time of your Order, or by using or accessing ClassBank products, you indicate your assent to be bound by this Agreement.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

## 1. Use of the Service

### Eligibility

This is a contract between you and ClassBank. You must read and agree to these terms before using the ClassBank Service. If you do not agree, you may not use the Service. If you are a child under 13 years of age, we need your parent or guardian’s consent before allowing you to use the Service. ClassBank reserves all rights not expressly granted herein in the Service and the ClassBank Content (as defined below).

### Free Tier Service

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Free Tier features of the Service.

### **Purchased or Subscription (non-Free Tier) Service**

In addition to the Free Tier scope of use of the Service, the product ordering documentation or purchase flow (“Order”) will specify your authorized scope of use for the Service, which may include: (a) number and type of Authorized Users (as defined below), (b) storage or capacity, or (c) other restrictions or billable units (as applicable, the “Scope of Use”). The term “Order” also includes any applicable Product or Support renewal, or purchases you make to increase or upgrade your Scope of Use.

### **Account Security**

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords with your account. You must notify ClassBank immediately of any breach of security or unauthorized use of your account. ClassBank will not be liable for any losses caused by any unauthorized use of your account.

### **School and/or Teacher Accounts**

If you are a School or other Organization using the Service for educational purposes, you may create accounts for your Students as defined in your Scope of Use. Once the accounts have been created, users with the “Teacher” role will be able to view the progress and completion statistics of students, together with any data the Student may upload to the Service. If you are a teacher entering into this agreement, you are either warranting and representing that you are authorized to use our Services with your Students on behalf of your school and/or district, or you are warranting and representing that you have obtained consent from parents or guardians of your Students in accordance with the laws governing your jurisdiction (“Teacher”). By submitting Student information to ClassBank you expressly grant, and you represent and warrant that you have all rights necessary to grant, to ClassBank a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, transmit, distribute, modify, reproduce, display, create derivative works of, and store the Student data solely for the purposes of (i) providing the Services as contemplated in these Terms, and (ii) enforcing its rights under the Agreement.

### **Minor's Accounts (USA)**

The Children’s Online Privacy and Protection Act (“COPPA”) requires that online service providers obtain clear and verifiable parental consent before receiving personal information from children under 13. CLASSBANK RELIES ON SCHOOL AND/OR TEACHERS TO OBTAIN AND PROVIDE APPROPRIATE CONSENT, IF NEEDED, TO COLLECT STUDENT INFORMATION. School and/or Teacher, by agreeing to these Terms of Service, assume sole responsibility for (and hereby agree that ClassBank is not responsible for):

a. Providing appropriate notices and disclosures to Students using ClassBank for classroom/schoolwork use and to their parents and guardians regarding their

Students’ use of ClassBank, ClassBank’s Terms, and ClassBank’s Privacy

Policy, including any notice required by the Children’s Online Privacy Protection Act (“COPPA”), Family Educational Rights and Privacy Act (“FERPA”) or other applicable privacy law required by your jurisdiction; and

b. Obtaining any consents required from parents or guardians, to the extent

required under COPPA, FERPA, or other applicable privacy law in your

jurisdiction, in connection with the Services and disclosure of personally

identifiable information to ClassBank in connection therewith.

You represent and warrant to ClassBank that, prior to creation of Student accounts for school use, you have either obtained all necessary parent or guardian consents, or have complied and will comply with all applicable requirements of an exemption from or exception to parental consent requirements. You represents and warrants that School and/or Teacher has the authority to provide consent for ClassBank to collect information from students before allowing students under 13 to access our Service, and that School and/or Teacher has provided appropriate disclosures to students and parents regarding School's sharing of Student Data with service providers such as ClassBank. We recommend that School and/or Teacher provide a copy of our Privacy Policy to parents and guardians.

### **Minor's Accounts (EU)**

The General Data Protection Regulations (GDPR) require that online service providers obtain clear and verifiable parental consent before receiving personal information from children under 16, or whichever age of consent the relevant country has specified in local laws. Because ClassBank provides the Service to School to benefit and enhance the School's curriculum, CLASSBANK RELIES ON SCHOOL AND/OR TEACHER TO OBTAIN AND PROVIDE APPROPRIATE CONSENT, IF NEEDED, TO COLLECT STUDENT INFORMATION. School and/or Teacher represents and warrants that School and/or Teacher has the authority to provide consent for ClassBank to collect information from students below the GDPR age of consent before allowing them to access our Service, and that School and/or Teacher has provided appropriate disclosures to students and parents regarding School and/or Teacher's sharing of Student Data with service providers such as ClassBank. We recommend that School and/or Teacher provide a copy of our [Privacy Policy](#) to parents and guardians.

### **Minor's Accounts (non-EU and non-US)**

If you or your Organization (School) are based outside of both the EU and USA, you warrant that you have obtained consent appropriate to your location. **Service Rules** You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends requests more rapidly than a messages to the ClassBank servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than a manually controlled web browser; (xii) bypassing the measures we may use to prevent or restrict access to the Service.

### **Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends requests more rapidly than a messages to the ClassBank servers than a human can reasonably produce in the same period

of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than a manually controlled web browser; (xii) bypassing the measures we may use to prevent or restrict access to the Service.

### **Termination**

We may permanently or temporarily terminate or suspend your access to the Service without notice and liability if in our sole determination you violate any provision of this Agreement. Upon termination, you continue to be bound by this Agreement.

### **Interactions**

You are solely responsible for your interactions with other ClassBank Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. ClassBank shall have no liability for your interactions with other Users, or for any User's action or inaction.

### **Communication**

By providing ClassBank your email address you consent to our using of the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You may control your User profile and how you interact with the Service by changing the settings in your "Profile" and "Settings" pages. This includes your preferences for communications, which are governed by our Privacy Policy.

## **2. User Content**

### **Ownership**

The Service allows you to upload content such as files containing text or data, and also to submit or post other content or information ("User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. ClassBank has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

### **Injurious content**

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's

trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics.

### **Content rights**

You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. ClassBank reserves the right, but is not obligated, to reject and/or remove any User Content that ClassBank believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, or other jurisdiction. In connection with your User Content, you affirm, represent and warrant the following:

1. Your User Content and ClassBank's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
2. ClassBank may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
3. You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

### **Liability**

ClassBank takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that ClassBank shall not be liable for any damages you allege to incur as a result of User Content.

### **Grant of license**

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to ClassBank a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to store, process, transfer and display such User Content in order to provide the features of the Service to you and other Users of the Service, in accordance with your settings.

### **Our Proprietary rights**

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "ClassBank Content"), and all Intellectual Property Rights related thereto, are the exclusive property of ClassBank and its licensors (including other Users who post

User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any ClassBank Content. Use of the ClassBank Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

### 3. Suggestions

You may choose to or we may invite you to submit suggestions, comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Suggestions”). By submitting any Suggestion, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ClassBank under any fiduciary or other obligation, and that we are free to use the Suggestion without any additional compensation to you, and/or to disclose the Suggestion on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ClassBank does not waive any rights to use similar or related ideas previously known to ClassBank, or developed by its employees, or obtained from sources other than you.

### 4. Paid Services

1. **Billing Policies.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment terms, as we may update them from time to time. ClassBank may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

2. **Renewals.** ClassBank subscriptions renew automatically using the payment details on file for your account. If you purchase a subscription with automatic renewal, you acknowledge and agree that we are authorized to use the payment information on file for the renewal fee. Your subscription will renew monthly or annually on the same day of the month or year, respectively, as the date you made your initial purchase. This date will be included on your subscription confirmation receipt that will be emailed to you at the email you provide. You may cancel your subscription at any time from within the payments section of your profile. This will stop future subscription charges from accruing to your account.

3. **No Refunds.** You may cancel your ClassBank account at any time; however, there are no refunds for cancellation. ClassBank may offer partial, pro rata refunds for ClassBank’s early suspension, termination, or cancellation of a paid program, where the pricing and payment terms for the specific ClassBank program expressly state that such refunds are available in such scenarios and/or as required by law. In the event that you cancel your account or ClassBank suspends or terminates your account or this Agreement for your breach of this Agreement, you understand and agree that you shall receive no refund or exchange for any ClassBank Indicators, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

4. **Risk of Loss.** All products purchased from or via the Service are transported and delivered to you by an independent carrier not affiliated with, or controlled by, ClassBank. Title to products purchased on the Service, as well as the risk of loss for such products, passes to you when ClassBank or our supplier delivers these items to the carrier.

5. **Payment Information; Taxes.** All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other

monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

## **5. Privacy**

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed in the United States and the EU.

## **6. Security**

ClassBank cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **7. DMCA Notice**

Since we respect artist and content owner rights, it is ClassBank's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify ClassBank by email.

## **8. Third-Party Links**

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by ClassBank. ClassBank does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and ClassBank's Privacy Policy do not apply to your use of such sites. You expressly relieve ClassBank from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that ClassBank shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

## **9. Indemnity**

You agree to defend, indemnify and hold harmless ClassBank and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any other information or content that is submitted via

your account including without limitation misleading, false or inaccurate information; (vi) negligent or willful misconduct; or (vii) any other party's access and use of other appropriate security code.

## **10. No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CLASSBANK, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. CLASSBANK DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CLASSBANK SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND CLASSBANK WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## **11. Limitation Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLASSBANK, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL CLASSBANK BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLASSBANK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES,



TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CLASSBANK, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO CLASSBANK HEREUNDER OR \$100.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CLASSBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. The Service is controlled and operated from facilities in the United States. ClassBank makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **12. Governing Law and Arbitration**

**1. Governing Law.** You agree that: (i) the Service shall be deemed solely based in the State of Arizona, USA; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over ClassBank, either specific or general, in jurisdictions other than the State of Arizona. This Agreement shall be governed by the internal substantive laws of the State of Arizona, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Arizona for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

**2. Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CLASSBANK. In the unlikely event that ClassBank has not been able to resolve a dispute it has with you after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any ClassBank claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms of Service, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Mediation and Arbitration Services

("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in the State of Arizona, USA, unless you and ClassBank agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing ClassBank from seeking injunctive or other equitable relief from the courts as necessary to protect any of ClassBank's proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND CLASSBANK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## 13. General

**A. Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ClassBank without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**B. Notification Procedures and Changes to the Agreement.** ClassBank may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by ClassBank in our sole discretion. ClassBank reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. ClassBank is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. ClassBank may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this document periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this document. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

**C. Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with ClassBank in connection with the Service, shall constitute the entire agreement between you and ClassBank concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

**D. No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and ClassBank's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

**E. Government Use Rights.** If the Service is licensed to the United States government or any agency thereof, then the Service will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted

by these Terms of Service.

F. **Contact.** Please contact us at [hello@classbank.com](mailto:hello@classbank.com) with any questions regarding this Agreement.

**The Board of Trustees of Illinois State University**

**Class Equity (ClassBank)**

A handwritten signature in cursive script that reads "Ernest Olson" followed by a stylized flourish.A handwritten signature in cursive script that reads "Abigail Coyne".

Ernest Olson, Director of Purchases

# Privacy Policy | ClassBank Help Center

*Last updated: August 5th, 2022*

## What is ClassBank (formerly ClassEquity)?

ClassBank is a platform that empowers teachers to create a positive classroom culture while teaching financial literacy through experiential learning. Educators use ClassBank to assign students to classroom jobs, issue a mock salary for those jobs, and send other transactions such as bonuses and fines. This is done through the ClassBank Website. Students can then log in to deposit their transactions and purchase items through the class store.

Students can have their own account that allows them to apply for classroom jobs, make deposits and withdrawals, purchase items in the store, and choose an icon from a list of preselected avatars. In order to have a student account created, students will need to either (1) have the student account created at school by their teacher; (2) receive a unique code from their teacher to create their own account with a password and an email address or username. For cases (1) and (2) we require that the teacher represents to ClassBank that they have obtained any necessary parental consent as outlined in our [Terms of Service](#).

More information on how the Service operates is located [here](#) and your participation and use of the Service is governed by our Terms of Service (“Terms”).

## How does ClassBank (formerly ClassEquity) protect children’s personal information?

Protecting children’s privacy is especially important to us – we’re educators ourselves, after all. COPPA protects the online privacy of children under the age of 13 (“child” or “children”); for more information about COPPA and generally protecting children’s online privacy, please visit [OnGuard Online](#).

## What information does ClassBank (formerly ClassEquity) collect from children, and how is it used?

ClassBank collects the minimal amount of information from students necessary to use our Service. Currently, student accounts are created in the following ways: (1) by the student’s teacher; or (2) by the student if the teacher elects to provide the student with a Class Code. When logging into a student account created by a teacher, students sign in using the email or username and password created by the teacher. If a student has created their own account, they will use the email or username and password they created.

If a student’s Educational Institution or teacher elects to utilize student accounts on a shared device (or any other devices) in the Educational Institution (e.g. a school), the Educational Institution will be responsible for obtaining any necessary parental consent under COPPA to create the student account on behalf of the student and let students access their accounts, as outlined in our [Terms of Service](#).

Alternatively, a teacher may choose to allow students to set up their own accounts using the unique code provided by the teacher. When students set up their own ClassBank account, we ask students to provide their name, an email address, a password and the unique code they have been given by their teacher to connect with the class. They will use the email address and password to access their account instead of the Class Code once the account is created. Consistent with the requirements of COPPA, before inviting the students via the Class Code the teacher has represented to ClassBank that they have obtained any necessary parental consent, as outlined in our [Terms of Service](#). We don't require students to enter any other [personal information](#) when setting up an account – they can use a non-identifiable email.

If you wish to not provide student email, you may use a placeholder email instead (e.g. [student1@school.com](#)). Please note that student email addresses are solely used for log-in purposes. We do not send any emails to students except in the case to reset a password.

## Student Activity

Once a student account is created (whether created by the student's teacher or Educational Institutional or the student themselves), students will apply for classroom jobs, deposit and withdraw transactions, and purchase rewards from the classroom store with the mock money they earn on ClassBank. A student account can only be created after the teacher has represented to ClassBank that they have obtained any necessary parental consent as outlined in our [Terms of Service](#).

The student transactions can be viewed by the student themselves, and the student's teachers and Educational Institution Staff. Other students in the class cannot see any other students' transactions or account information. If the Educational Institution or teacher elects to utilize student accounts in the classroom, the Educational Institution will be responsible for obtaining any necessary parental consent under COPPA, as outlined in our [Terms of Service](#).

## Further information and content

In addition to the information listed above, we automatically collect some information from any use of our Service as set forth in the "Information collected automatically" section.

We use this information to provide the Service to the child, for security and safety purposes, as required by law, or to enforce our Terms. We will not require children to provide more [personal information](#) than is reasonably necessary in order to participate in the Service. If we discover that we have collected information from a child in a manner inconsistent with COPPA, we will take appropriate steps to either delete the information, or immediately seek the parent's consent for that collection. We do not disclose any personal information about children to third-parties, except to [service providers](#) necessary to provide the Service, as required by law, or to protect the security of the Service or other users. Additionally, personal information collected from students is never used for [behaviorally-targeted advertising](#) to students by us or any third-party, and children's personal information is never sold or rented to anyone, including marketers and advertisers.

We also receive from the child or the child's teacher whatever name he or she has provided.

## Email notifications

Student email addresses are used solely for log-in purposes. ClassBank does not send email notifications to students for any reason. Students will only receive an email if their teacher requests to reset the student password. When a teacher sends the reset password email and link, the email

and link are generated and sent through Google Firebase.

## **What Children’s Information is Visible to Others?**

No student’s account, or activity is made available or visible to the public through ClassBank. Only the student, the student’s teachers or Educational Institution Staff at the student’s institution can see the student’s account and Activity. A student account cannot be created for children without the child’s teacher or Educational Institution representing to ClassBank that they have obtained any necessary parental consent, as outlined in our [Terms of Service](#). Classes and Student Activity are not visible to the general public. Please note that if the teacher chooses to display ClassBank in their classroom, students physically present in that classroom may see other students’ names, classroom jobs, and account balances – this is similar to how paper-based sticker charts displayed in a classroom might work. If some of this information should be private, teachers can choose not to display ClassBank this way, for example by not presenting ClassBank on a screen in the class.

## **How Long Does ClassBank (formerly ClassEquity) Keep Children’s Information?**

We keep a child’s [personal information](#) until his or her student account is deleted, except if we are required by law to retain it, need it to ensure the security of our community or our Service, or to enforce our Terms. At a district’s option and direction, we will return or destroy data to the district or school when we receive direction from the district or school.

## **Parental Choices**

If you are the parent or legal guardian of a child who has created a ClassBank account and you have not received notice or been asked for consent by the child’s school (as per COPPA), you should contact the teacher and school that set up the account for your child.

At any time, parents can refuse to permit us to collect further personal information from their children, and can request that we delete the personal information we have collected from their child by contacting the teacher that created the account for the child. Please keep in mind that deleting records may require us to terminate the account in question.

## **What information does ClassBank (formerly ClassEquity) collect?**

We collect two types of information about you: (1) information that you voluntarily provide us by using the ClassBank Service (described below under “Information you provide to us”) and (2) information collected automatically as result of your use of the Service (described below under “Information collected automatically”). The types and amounts of information collected will vary depending on whether the user is a student, teacher, or Educational Institution Staff (e.g. we collect less information from students) and how they use ClassBank.

## **Information you provide to us**

There are currently two categories of users on our Service: students and teachers or Educational Institution Staff. We describe the information collected from students in the section above; for

other users (teachers or Educational Institution Staff), we collect and store the following types of information from each type of user:

## **Account Information**

To create a ClassBank account as a teacher or Educational Institution Staff, you are asked to provide some basic information such as your first and last name, the name of your Education Institution, grade level, email address, and password. Student accounts are created in the following ways: (1) by the student's teacher; or (2) by the student if the teacher elects to provide the student with a Class Code. Before the student account is created, the student's teacher or Educational Institution will have represented to ClassBank that they have obtained any necessary parental consent as outlined in our [Terms of Service](#). If the student's teacher is creating the student account, they will provide the student's name, email address or username, and password. If a student sets up the account, they will be asked to enter the unique code they have been given by their teacher (students are unable to sign up for the Service without this), their name, a unique email address, and password. In this case the student's teacher or Educational Institution will have represented to ClassBank that they have obtained any necessary parental consent, as per COPPA, as outlined in our [Terms of Service](#). Student profiles are not made available or visible to the general public through the functionality of our Service.

## **School Information, Collaboration Features and Content**

If you are a teacher or Educational Institution Staff, as part of the account information you provide, you may choose to associate your account with an existing school or may enter a new school name and possibly your school's address if we do not have it already. By connecting you with your Educational Institution, the Service may enable and provide additional collaboration features for teachers and Educational Institution Staff within the same Educational Institution such as sharing classes.

## **Class Information**

As a teacher you'll need to enter the class name and possibly the names of the students in your class. It is the teacher's choice what they enter here: for example, teachers could enter John S or John Smith. If a teacher is part of an Educational Institution, the classes they set up in ClassBank will be shared with teachers and Educational Institution Staff at the Educational Institution.

## **Job Applications and Transactions**

As a teacher you can review student job applications and send students transactions. These applications and transactions cannot be viewed by the general public through our Service. These applications and transactions can only be viewed in ClassBank by the receiving student or students (in case of a group submission), teachers in the class, Educational Institution Staff at the teacher's institution.

## **Contact Information**

When you choose to provide us with your [personal information](#) through the Service in some other manner (e.g., when you send us an email asking a question, submit a support request, participate in a video testimonial about our Service, or choose to participate in any research efforts with

ClassBank to improve the Service) we may store this information for as long as relevant.

Our use of the information above is described below in the “How Does ClassBank Use the Information it Collects” section.

## **Information collected automatically**

Like most web-based services, we (or our service providers) may automatically receive and log information on our server logs from your browser or your device when you use the Service. For example, this could include the frequency and duration of your visits to ClassBank (similar to TV ratings that indicate how many people watched a particular show). If you use ClassBank on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per this Privacy Policy.

The technologies and information we automatically collect include:

## **How does ClassBank (formerly ClassEquity) use the information it collects?**

First and foremost, you should know that ClassBank does not sell or rent any of your, or your child’s, personal information to any third-party for any purpose – including for advertising or marketing purposes. ClassBank does not share personal information with third-parties except in the limited circumstances set forth in the section “Will ClassBank share any information it collects?” Third-party advertising is not permitted on areas where users are required to log in to ClassBank and personal information collected from students is never used for behaviorally-targeted advertising to students (by us or third-parties). We use the information we collect from you to provide you with the best ClassBank experience. More specifically, this information is used to:

We use automatically collected information (described in the “Information collected automatically” section above) to provide and support our Service, and for the additional uses described in this section of our Privacy Policy.

## **Will ClassBank (formerly ClassEquity) share any information it collects?**

First and foremost, you should know that ClassBank does not sell or rent your (or your child’s) personal information to any third-party for any purpose – including for advertising or marketing purposes. Third-party advertising is not permitted on areas where users are required to log in to ClassBank and personal information collected from students is never used for behaviorally-targeted advertising to students (by us or third-parties). Furthermore, we do not share personal information with any third-parties except in the limited circumstances described in this Privacy Policy and as set forth below:

## **Service Providers**

Third-party advertising is not permitted on areas where users are required to log in to ClassBank and personal information collected is never used for behaviorally-targeted advertising to students



(by us or third-parties). We do work with vendors, service providers, and other partners to help us provide the Service by performing tasks on our behalf – we can't build everything ourselves, after all! We may need to share or provide information (including [personal information](#)) to them to help them perform these business functions, for example sending emails on our behalf, database management services, database hosting, providing customer support software, and security. Additionally, we may also share information with social networking and other websites, applications or partners, for marketing and advertising our products or services on those websites or applications (this will never include [personal information](#) of students). Please see [here](#) for a list of the third-parties we work with to provide the Service. Generally, these service providers do not have the right to use your [personal information](#) we share with them beyond what is necessary to assist us. Additionally, these service providers must adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy.

## Testimonials

We post testimonials on our Service which may contain [personal information](#) such as the name, photo and/or a video of the individual in the testimonial. We obtain the individual's consent in advance to ensure we have permission to post this content publicly. To request removal of your [personal information](#) from our testimonials, please contact us through [hello@classbank.com](mailto:hello@classbank.com).

## Analytics Services

We use analytics services to help us understand and improve how the Service is being used. These services may collect, store and use information in order to help us understand things like how often you use the Service, the events that occur within the application, usage, performance data, and from where the application was downloaded. A current list of analytics providers that we use is located [here](#).

## Aggregated Information and Non-Identifying Information

We may share aggregated, non-personally identifiable information publicly, including with users, partners or the press in order to, for example, demonstrate how ClassBank is used, spot industry trends, or to provide marketing materials for ClassBank. Any aggregated information shared this way will not contain any [personal information](#).

## Legal Requirements

We may disclose [personal information](#) if we have a good faith belief that doing so is necessary to comply with the law, such as complying with a subpoena or other legal process. We may need to disclose [personal information](#) where, in good faith, we think it is necessary to protect the rights, property, or safety of ClassBank, our employees, our community, or others, or to prevent violations of our [Terms of Service](#) or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection or responding to government requests.

## Sharing with ClassBank (formerly ClassEquity) Companies

Over time, ClassBank may grow and reorganize. We may share your personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.

## **Change of control**

In the event that all or a portion of ClassBank or its assets are acquired by or merged with a third-party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, or by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, you may request its deletion from the company.

In the unlikely event that ClassBank goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third-party. For more information on our practices regarding your data if we go out of business, please see [our FAQ](#).

## **With your consent**

Other than the cases above, we won't disclose your personal information for any purpose unless you consent to it.

## **How does ClassBank (formerly ClassEquity) protect and secure my information?**

Your ClassBank account is protected by a password. You can help us protect against unauthorized access to your account by keeping your password secret at all times.

The security of your personal information is important to us. We work hard to protect our community, and we maintain administrative, technical and physical safeguards designed to protect against unauthorized use, disclosure of or access to personal information. In particular:

For additional information on our security practices, please visit our [Privacy Center](#).

Although we make concerted good faith efforts to maintain the security of personal information, and we work hard to ensure the integrity and security of our systems, no practices are 100% immune, and we can't guarantee the security of information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically (subject to any applicable laws) so that you can take appropriate protective steps; for example, we may post a notice on our homepage ([www.classbank.com](http://www.classbank.com)) or elsewhere on the Service, and may send email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## **Can I opt-out of providing information?**

You can always decline to share personal information with us, or even block all cookies. However,

it's important to remember that many of ClassBank's features may not be accessible, or may not function properly.

## **How can I access and manage my personal information?**

ClassBank aims to provide you with easy access to any personal information we have collected about you. If that information is incorrect, we give you easy ways to update it, or to delete it, unless we have to keep that information for legitimate business (e.g., we need at least an email address for your account) or legal purposes.

**Accessing Your Information:** Upon request, ClassBank will provide you with information about whether we hold any of your personal information, and, if you are a user of ClassBank, you may request access to all your personal information we have on file by contacting us at [hello@classbank.com](mailto:hello@classbank.com). In some cases, we won't be able to guarantee complete access due to legal restrictions – for example, you will not be allowed to access files that contain information about other users or information that is confidential to us.

**Managing Your Information:** You may update, correct, or delete some of your profile information or your preferences at any time by logging into your account on ClassBank and accessing your account settings page. You may have to verify your identity before you can do that. You may also, at any time, update, correct, or delete certain personal information that you have provided to us by contacting us at [hello@classbank.com](mailto:hello@classbank.com). We will respond to your request within a reasonable timeframe. We may reject requests for access, change or deletion that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, even after you update or delete personal information you have provided us from our Service, your personal information may be retained in our backup files and archives for a reasonable period of time for legal purposes or for so long as is necessary in light of the purposes for which such records were collected or legitimately further processed.

## **How can I delete my account?**

We hope you love using ClassBank now and always. However, if for some reason you ever want to delete your account (or your student's account, if you are his or her teacher), you can do that at any time by contacting us at [hello@classbank.com](mailto:hello@classbank.com).

When you delete your account, we delete your profile information and any other content you provide in your profile (such as your name, username, password, email address) and depending on the category of user you are (i.e., teacher, school leader or student), transactions, jobs, job applications etc.. For more details, please read "[What happens when I delete my account?](#)" in our FAQs.

## **How long does ClassBank (formerly ClassEquity) keep information about me?**

We store your personal information for as long as it is necessary to provide products and Services to

you and others, including those described above. Personal information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services, in which case we will contact you prior to you deleting your account.

Please note that we may have to retain some information after your account is closed, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. You can, of course, delete your account at any time, as per the “[What happens when I delete my account?](#)” section of our Help Center. Additionally, please note that even if your account is deleted, transactions or other content sent between teachers and students could be retained to assist schools with various recordkeeping or compliance obligations. For more details, please read “[What happens when I delete my account?](#)” in our Help Center.

## **What communications will I receive from ClassBank (formerly ClassEquity)?**

If you registered on ClassBank, provided an email or phone number to us, or otherwise opted-in to receive communications from us, we may send you messages and updates regarding your account, including privacy and security notices, updates regarding the Service, and information regarding products, features or services from ClassBank (or third-parties we believe you may be interested in). These communications may include, but are not limited to, social media updates, SMS/MMS messages, push notifications, email, and postal mail. If you have an account with us, we'll also use your email address to contact you for customer service purposes, or for any legal matters that arise in the course of business. We may receive a confirmation when you open an email from us if your device supports it. We use this confirmation to help us understand which emails are most interesting and helpful.

If you invite another person to join you on ClassBank by providing their email address, we may contact them regarding the Service using the appropriate form of communication. If they would prefer not to receive our communications, they may opt-out using the “Unsubscribe” or “STOP” instructions contained in those communications.

You can always unsubscribe from receiving any of our emails whenever you'd like by clicking the “Unsubscribe” link at the bottom of the email. You can further indicate your preferences by contacting us using the information in the “How can I contact ClassBank with questions?” section below. Please note that if you do not want to receive legal notices from us, such as this Privacy Policy, those legal notices will still govern your use of the Website, and you are responsible for reviewing those legal notices for changes.

## **Social Media Features/Widgets**

The Service may now or in the future include social media features, such as the Facebook Like button, and the Twitter Tweet button, or the ability to register on ClassBank or otherwise grant access to a third-party social networking service, such as through Facebook Connect or Google (collectively “Social Media Features”). These social features are only available to teachers and administrators (not students). These Social Media Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. You may be given the option by such Social Media Features to post information about your activities on our Service to a profile page of yours that is provided by a third-party social media network in order to share with others within your network. Social Media Features are either hosted by a third-party or hosted directly on our Service. Your interactions with these Social Media Features are governed by the privacy policy of the company providing each Social Media Feature. If you are not

comfortable accessing such social media websites and using such Social Media Features, please don't use them!

## **Third-party Services**

The Service may contain links to websites and services provided by third-parties. Any personal information you provide on third-party websites or services is provided directly to that third-party and is subject to that third-party's policies governing privacy and security. This Privacy Policy does not apply to these websites or services. The fact that we link to a website is not an endorsement, authorization or representation that we are affiliated with that third-party, nor is it an endorsement of their privacy or information security policies or practices. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you, including if you view a video through an embedded video player which is played off our Service, but may appear to still be playing on our Service. We are not responsible for the content or privacy and security practices and policies of third-party websites or services. We encourage you to learn about third-parties' privacy and security policies before providing them with personal information.

## **How will ClassBank (formerly ClassEquity) notify me of changes to this policy?**

We may occasionally update this Privacy Policy – you can see when the last update was by looking at the “Last Updated” date at the top of this page. We won't reduce your rights under this Privacy Policy without your explicit consent. If we make any significant changes, we'll provide prominent notice by posting a notice on the Service and/or notifying you by email (using the email address you provided), so you can review and make sure you know about them.

In addition, if we ever make significant changes to the types of personal information we collect from children, or how we use it, we will notify teachers in order to obtain parental consent or notice for those new practices.

We encourage you to review this Privacy Policy from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service. If you don't agree with any changes to the Privacy Policy, you may terminate your account (although we'll be sad to see you go!). By continuing to use the Service after the revised Privacy Policy has become effective, you acknowledge that you accept and agree to the current version of the Privacy Policy.

## **Canada**

We endeavor to provide privacy protection that is consistent with Canada's private sector privacy laws, including the personal information Protection and Electronic Documents Act (“PIPEDA”). For any questions regarding how we comply with PIPEDA, please contact us at [hello@classbank.com](mailto:hello@classbank.com).

## **California Privacy Disclosures**

**Do Not Track:** Currently, various browsers offer a “do not track” or “DNT” option that relies on a technology known as a DNT header, which sends a signal to Web sites visited by the user about the user's browser DNT preference setting. ClassBank does not track its users over time and across third-party websites to provide behaviorally-targeted advertising and therefore does not respond to Do Not Track (DNT) signals. For more information on “do not track”, please visit [www.allaboutdnt.org](http://www.allaboutdnt.org).

## **Notice for Minors (users under 18)**

If you are under the age of 18, or the parent of a child using ClassBank under the age of 18 residing in California, you are entitled to request removal of content or information you (the minor) have publicly posted on our Service. Currently, we do not allow minors to post content to share publicly, but we do still allow minors (or the minor's parents if under 13) the option to delete personal information associated with their user accounts or content that they upload through their student account (which is not shared publicly (only the student's parents, teachers, or school leaders can view)). If you are a minor, or the parent of a minor under 13, and would like to delete personal information associated with your account or content you uploaded through your account, please follow the directions set forth in the "What happens if I delete my account?" section of our Help Center. Although we offer deletion capabilities on our Service, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information posted through the Service, as there may be de-identified or recoverable elements of your content or information on our servers in some form. Additionally, we will not remove content or information that we may be required to retain under applicable laws.

## **How can I contact ClassBank (formerly ClassEquity) with questions?**

If you have any questions or concerns about this Privacy Policy or how we protect our community, please contact us at [hello@classbank.com](mailto:hello@classbank.com) – we'd love to help. If you'd like, you may also write to us at:

ClassEconomy LLC

2200 E. River Road

Suite 123

Tucson, AZ 85718

## **Further Privacy and Security Resources**

For teachers, school leaders, parents, students, or administrators seeking more information on how we provide safety on ClassBank, we provide privacy and security related materials on our [Privacy Center](#).

## **Other Privacy Materials**