 

**Seesaw & New Ross Educate Together**

**Data Protection Information**

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## Privacy Policy

# Introduction

Seesaw’s mission is to create an environment where students can be their best.  To accomplish this goal, it’s essential that Seesaw is a safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

Protecting your privacy is fundamental to our mission and business. The following summarize our promises to you.

* We never sell your data or student data.
* We never advertise in Seesaw.
* We don’t own the content you add to Seesaw.
* Student work is private to the classroom by default.
* We use the latest security industry best practices to protect you.
* We are transparent about our practices and will notify you if things change.
* We are compliant with GDPR.

This Privacy Policy governs the use of data collected by our websites at seesaw.me, and the Seesaw Application (collectively “the Seesaw Service”, “the Service” or “Seesaw”).  This includes personally identifiable information that we collect when you create an account (“Account Information”), content added to class journals (“Journal Content”), and Messages sent via Seesaw.  Any data collected by Seesaw that can be linked back to an individual student is considered “Student Data”.

# Seesaw and Parental Consent

We require that teachers or schools get parental consent before using Seesaw with children who are under the age when they can grant consent on their own.

# Who Does Seesaw Collect Information From?

Teachers, parents, family members, students, and schools may create accounts on Seesaw.  We also collect limited log-data from all visitors to our marketing website.

# What Information Does Seesaw Collect?

**Account Information:**When teachers, parents, family members, or school administrators create an account on Seesaw we collect your name, email address, password, and profile picture. Seesaw may also collect your phone number if you enter it in your Account Settings.

Students cannot create an account by themselves, but must be invited to a Seesaw class by a teacher or school administrator. Where students have permission to use Seesaw, Seesaw collects personally identifiable information about them including their names, email addresses, and profile picture. This information may be entered by a teacher or the student or populated from the student’s account with a third party sign-in service, such as their Google account.

**Journal Content:**Seesaw also collects content that is added to a class or student journal.  This content may be photos, drawings, files, notes, hyperlinks, and other ways of documenting student learning. We regularly add types of information that can be uploaded to a Journal, and these are all covered by this Policy.  We also collect comments on posts in your class journal which may be text, or if you allow Seesaw to access the microphone on your device, voice recordings. Journal Content that is uploaded by a student or teacher may be considered a student education record as defined by FERPA.

**Messages:**Seesaw collects messages that are sent and received in Seesaw by teachers, family members, and students.

**Communications:**Seesaw collects any information you send to us directly, such as email communications.

**Information from your Google Account or other Third-Party Sign-in Service:**Seesaw allows teachers, parents, and students (after being invited by a teacher) to sign up for and log into our service using a Google or Clever Account. When you sign up for an account using one of these Third-Party Services, we use the name, profile picture, and email address (if available) from these services.

**Log Data:**When you use Seesaw, we receive log data such as your IP address, browser type, operating system, device information, and your mobile carrier. In addition, we may receive or collect additional information such as the referring web page, referring search terms, and pages visited. If you are using Seesaw as a teacher, parent, or administrator, Seesaw may use your IP address to determine your approximate location for the purposes of sending you customized marketing and other information about our products.

# How Does Seesaw Use This Information?

We only use this information to provide our services to you.  For example we use this information to:

* Allow you to access and use our service by verifying your identity and storing your Journal Content.
* Provide teachers, schools, and family members with customer support.
* Notify you about activity on and updates to your account or your child’s account (if you’ve indicated in your account settings that you’d like notifications).
* Research, understand, and analyse trends of users to improve and develop new features for our products.
* Promote new Seesaw products and services to teachers, parents and schools.
* Investigate, prevent, and detect activities on our service that we believe may violate the law or applicable regulations. We may, at the request of a school, investigate accounts to determine whether they comply with school policies.

# Does Seesaw Allow Advertising Or Share Data For Advertising?

Absolutely not. Our business model is straightforward: we charge for optional, additional features on top of our free product and have no interest in advertising within Seesaw. We never display ads, allow third-party ads, share data for the purpose of displaying ads, or allow data collection by third-party advertisers or data brokers.

#  In What Limited Circumstances May Seesaw Need To Share My Information?

We do not sell or share any Student Data, Journal Content, Messages, or Account Information with third parties except in the limited circumstances detailed below:

* We use a small number of third-party services in order to operate and improve Seesaw – for example a data centre operator that manages our servers or a notification service that helps us send you messages about your account.  These services need access to your personally identifiable information in order to work (i.e. your email address is required to send you email), but are contractually prohibited from using that information for any other purpose other than to provide the Seesaw service.  In cases of onward transfer to third parties of data of EU individuals received pursuant to the EU-US Privacy Shield, Seesaw is potentially liable. A list of the third-party services that obtain personally identifiable information we currently use can be found on our website. When these third-party services transfer the personal information (Personal Data, as that term is defined in GDPR) of EU residents, these services are processors and are contractually bound to also comply with GDPR to protect your data privacy and security.
* Seesaw may disclose your information to a third party to comply with applicable laws or regulations, or a valid legal request - including to meet national security or law enforcement requirements.  If we are going to release your data, we will do our best to provide you with notice in advance by email, unless we are prohibited from doing so by law.
* We may disclose or transfer your Account Information and Journal Content in connection with the sale, merger, bankruptcy, sale of assets or reorganization of our company. We will notify you if a different company will receive your information. The promises in this Privacy Policy will apply to your data as transferred to the new entity.

# Do You Work With Third-Party Analytics Services?

Seesaw is constantly improving, and we use aggregate data about how Seesaw is used -- for example what buttons you click on or what pages you visit -- to inform those decisions.

To help us analyse this data, we use a small number of third-party services (such as Google Analytics and Fabric).  In no circumstances are any data you have shared with Seesaw (such as your Account Information or Journal Content) shared with these services.  In addition, these services are contractually obligated only to use data about your usage of Seesaw to provide analytics services to us and are prohibited from sharing it or using it for other purposes.

We also use third-party conversion tracking services only to understand if a teacher signs up for Seesaw after seeing an ad for Seesaw.  None of the data you share with Seesaw (such as your Account Information or Journal Content) is shared with these services.

# How Do You Use Cookies?

Cookies are small text files that we transfer to your web browser that allow us to identify your web browser and store information about your account.  We use these cookies to keep you logged in to Seesaw, customize your Seesaw experience, understand how you use Seesaw, and promote Seesaw to relevant teachers and schools.

Please be aware that Seesaw will not work properly if you disable or decline cookies.

# How Can Users Share Student and Class Journal Information?

Seesaw is designed for safe sharing. Teachers control who class journals are shared with by authorising people who can access a student’s class content. Teachers may also choose to publish specific class content to a public class web page managed by Seesaw, or to third party services including Facebook and Twitter. Teachers control whether or not students can share Seesaw content with other services. Family members who have access to class content may also choose to share that content on third party services they use.

Parents may request that teachers grant access to extended family members. It is important that everyone understands that those family members will also be able to see and share their child’s content with third-party services and with the public. Seesaw has no responsibility for any information an authorized account holder shares on a third-party website. The third-party website’s policies will apply to content shared there.

# How Does Seesaw Handle Abandoned Accounts?

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

# How to View, Correct, Edit, Port, or Update Your Personal Information

You have the right to access, correct, download for transport to a similar service, or delete any of your personal information collected by Seesaw.  If you are a parent or teacher, you can update the information associated with your Seesaw account directly by logging into your Seesaw account and viewing the Account Settings tab on your profile. If you are a parent and want to correct, edit, download, or update information about a student, please work directly with your teacher or school, or you can contact us at help@seesaw.me.

# How to Delete Your Seesaw Account

If you would like to delete your Seesaw account or any content submitted to Seesaw, please send an email to help@seesaw.me.  If you request that your account or any content submitted to Seesaw be deleted, Seesaw may still retain information for up to 60 days to provide customer support and prevent accidental deletion.

# How Does Seesaw Keep Your Data Safe?

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information, including use of highly secure, routine 3rd party security audits, access-controlled data centres, data encryption in transit and encryption of Journal Content at rest.

In the event of a security breach, we will notify affected account holders as required by law so that you can take steps to keep your data safe.

# How Does Seesaw Handle Data from International Visitors?

The Seesaw Service is hosted and operated in the United States and is subject to United States law. Any personal information that you provide to Seesaw will be hosted on United States servers. By using this Service, you consent to the transfer to and processing of your personal information in the United States.

Seesaw is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC).  Under their jurisdiction, Seesaw complies with the EU - U.S. and Swiss-US Privacy Shield Frameworks as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from European Union member countries. Seesaw has certified that it adheres to the Privacy Shield Privacy Principles of notice, choice, accountability for onward transfer, security, data integrity, access, and enforcement and liability. If there is any conflict between the policies in this privacy policy and the Privacy Shield Principles, the Privacy Shield principles shall govern.  You can learn more about the Privacy Shield program on their website. In compliance with the Privacy Shield Principles, Seesaw commits to resolve complaints about your privacy and our collection or use of your personal information. European Union citizens with inquiries or complaints regarding this privacy policy should first contact support at help@seesaw.me.

Seesaw has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent non-profit dispute resolution mechanism, the BBB EU Privacy Shield, located in the United States and operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit the BBB EU Privacy Shield website at <http://www.bbb.org/EU-privacy-shield/for-eu-consumers> for more information and to file a complaint.  Please note that if your complaint is not resolved through these channels, in certain limited circumstances, a binding arbitration option may be available before the Privacy Shield Panel.

#  Changes to Our Privacy Policy

Seesaw may from time to time make changes to this Privacy Policy to account for changes to our practices or applicable law. If we make changes to this Privacy Policy that we believe will materially affect your rights, we will notify you by email about these changes and post a notice to our service. If you continue to use our service after you receive notice of changes to this Privacy Policy, you will accept these changes.

## Seesaw Terms of Service

Seesaw’s mission is to create an environment where students can be their best.  To accomplish this goal, it is essential that Seesaw is safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

This Terms of Service governs your use of our websites at seesaw.me, and the Seesaw Application (collectively “the Seesaw Service”, “the Service” or “Seesaw”). By creating an account on Seesaw, you agree to be bound by our Terms of Service (our “Terms”). If you don’t agree, please don’t use Seesaw.  These Terms include a Binding Arbitration clause. Please read below to see how you can opt-out if you so choose.

# Our Privacy Promises

Protecting your privacy is fundamental to our mission and business. The following summarize our promises to you.

* We never sell your data or student data.
* We never advertise in Seesaw.
* We don’t own the content you add to Seesaw.
* Student work is private to the classroom by default.
* We use the latest security industry best practices to protect you.
* We are transparent about our practices and will notify you if things change.
* We are compliant with GDPR.

# Seesaw and Parental Consent

We require that teachers or schools get parental consent before using Seesaw with children who are under the age when they can grant consent on their own.  This age may vary based on where you live.

Creating a Teacher Account

Only teachers or school administrators can create a class on Seesaw.  Once the class is created, teachers can authorize student participants, additional faculty and parents and other family members with appropriate permissions to upload, view, comment on, and share work.

You should consult with your school to ensure that you obtain proper consent to use Seesaw in the classroom consistent with their policies.

When you create a Seesaw class, you agree that:

* Any students you add to your class are current students in your class.
* Any additional teachers you add to your class are authorized by your school to access student journals.
* You will use Seesaw only for lawful purposes and abide by applicable law and school and school district policies in your use of Seesaw.
* You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.
* You will take reasonable measures to protect access to information contained in student journals and class journals.
* You will only invite parents, guardians, and other trusted adults to view student journals.
* You will protect your class QR code so that access to student journals and class journals is limited only to students and parents, guardians, and other trusted adults.

Creating a Parent or Family Member Account

Teachers can authorise parents and family members to view information in their child’s journal.  By creating a parent account and accessing a student journal, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student journal.

As a parent, you will only be able to access journal entries in which your child has been tagged.  Other parents and adults may be able to access your child’s work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project, and vice versa.

Creating a Student Account

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use Seesaw only if you have been given a Join Code or have otherwise been invited to use Seesaw by your teacher.

Seesaw is an extension of the classroom. You agree to use Seesaw in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Seesaw.

Your Intellectual Property

We don’t own the content you provide – students and their schools own all Student Data added to Seesaw.

However, in order to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the rights to store it and serve it back to you.  Therefore, you grant Seesaw the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content only how you specify and only within the context of the Seesaw service.

Seesaw’s Intellectual Property

Seesaw is protected by copyright, trademark, and other intellectual property laws. Seesaw Learning, Inc. and its licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display Seesaw solely in connection with your permitted use of Seesaw. Any rights not expressly granted here are reserved.

Unauthorized use of Seesaw’s logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

Copyright Policy

Seesaw complies with the Digital Millennium Copyright Act. To learn more about how Seesaw responds to allegations of copyright infringement, please review our [Copyright Policy](https://web.seesaw.me/dcma).

Prohibited Activities

All users agree that they will refrain from the following prohibited activities when using Seesaw.

* Don’t use Seesaw in a manner that violates any applicable laws, regulations, ordinances, or directives.
* Don’t use Seesaw in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
* Don’t use Seesaw to lie or mislead other users.
* Don’t use Seesaw to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam.
* Don’t use Seesaw to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person’s privacy.
* Don’t do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to Seesaw or anyone else.
* Don’t impersonate Seesaw or our users on Seesaw or elsewhere.
* Don’t interfere with anyone’s use or enjoyment of Seesaw.
* Don’t use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.

Account Suspension and Termination

Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

Account Transfer

If you’ve signed up as a teacher with a school provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school.  To protect student data, in certain limited circumstances (such as when a teacher leaves a school) we may transfer a class to a different teacher if we receive a properly authorized request from the relevant school.

Abandoned Accounts

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

Security

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information, including use of highly secure, routine 3rd party security audits, access-controlled data centres, data encryption in transit and encryption of Journal Content at rest.

In the event of a security breach, we will notify affected account holders as required by law so that you can take steps to keep your data safe.

Changes to Our Terms

Seesaw may modify our Terms from time to time. Seesaw will notify you of any changes to our terms that materially alter your rights or responsibilities by email and by posting a notice to our site. If you as a teacher, parent, or school administrator continue to use Seesaw after you receive such a notice, you agree to be bound by any changes to our Terms.

Warranties and Disclaimers

Your use of seesaw is at your sole risk. Seesaw and any third-party software, services, or applications made available in connection with seesaw are provided “as is,” without warranty of any kind. To the maximum extent permitted by applicable law, seesaw, and its suppliers and partners, disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Seesaw and its suppliers and partners do not warrant that the functions contained in the seesaw service will be uninterrupted or error-free, that defects will be corrected, that the seesaw service or the servers that make them available are free of harmful components or that the seesaw service will meet your requirements. You are solely responsible for any damage to your equipment or device, loss of use, or loss of data. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

Indemnity

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys’ fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms.  Seesaw will give you written notice of any such matter; however, any failure or delay by Seesaw to do so does not negate your defence or indemnification obligations or waive Seesaw’s rights to seek payment or defence or indemnification from you. Seesaw reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defence of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

Limitation of Liability

To the maximum extent permitted by law, Seesaw will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if Seesaw has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use Seesaw; (b) any conduct or content of any user or third party on our services; (c) unauthorized access, use, or alterations of your transmissions or content; (d) any information posted on Seesaw; or (e) Seesaw’s decision to publish or remove any information on our service.

In no event shall Seesaw’s total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access Seesaw during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of our Terms, and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

Informal Dispute Resolution

We want to address your concerns without needing a formal legal case. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting help@seesaw.me. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Seesaw may bring a formal proceeding.

We Both Agree To Arbitrate

You and Seesaw agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-Out of Agreement to Arbitrate

You can decline this agreement to arbitrate by contacting help@seesaw.me within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. Seesaw will pay all arbitration fees for claims less than $75,000. Seesaw will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate: Either you or we may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Seesaw products or Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions

You may only resolve Disputes with Seesaw on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

Entire Agreement

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver.

Contact Information

Seesaw Learning, Inc.
180 Montgomery St, Suite 1580
San Francisco, CA 94104
help@seesaw.me