



# SCHOOL PRIVACY POLICY

K12 Preparatory Academy

499 NW 70th Ave Ste 210  
Plantation FL 33317

[www.k12prepacademy.com](http://www.k12prepacademy.com)  
Phone: 800-218-5709

# Privacy Policy

This Privacy Policy applies to all businesses and shared JV partnership schools, and Licensed Curriculum holders associated with K12 Prep Academy LLC (K12 Prep Academy). This policy describes how K12 Prep Academy collects, uses, shares, and secures the personal data you provide. It also describes your choices regarding use, access, and changes to your personal data. Data collected through our service will be limited solely to the purpose of providing the service for which you (the Client) have engaged K12 Prep Academy. If and when a third-party company provides a related service to support our service, such as language translation, we make sure that when personal data is processed by them, we require that those third-party companies meet our security standards and those of the applicable legislation that applies from time to time.

## Why we collect personal data

When you enroll in our program with any level of user account, or when a user has their information processed by K12 Prep Academy, we process personal data (such as name, email address, job title, and school) so that we can correctly administer your account and provide you with the best customer service. All personal data we process is directly linked to a specific purpose, such as requesting access to our academic content database.

At any time, you can access, update, rectify any personal data by logging into your account and clicking “Profile Info” or contacting Customer Support. Please see our Privacy Policy for more detailed information about how we protect your personally identifiable information.

## Protecting your data

We endeavor to keep your personal data safe and secure at all times. Depending on the K12 Prep Academy solution used, personal data is normally processed in both Europe and in the United States with robust technical and organizational safeguards in place to protect such personal data. Passwords are required to access your personal data, so please remember to keep your password confidential. Even with the best security systems, it is impossible to guarantee 100% protection from hackers and unauthorized third parties who capture information provided over public networks.

When user information is submitted to K12 Prep Academy, it is secured in our secured in a of licensed software gathering programs, that are further protected by a secure server. K12 Prep Academy also maintains a separate repository of users information.

## Multi-jurisdictional compliance

As a global company, one area of ongoing debate and development concerns the mechanisms put in place to monitor cross-border data transfers. K12 Prep Academy is fully committed to going through any reviews and certifications needed to meet new rules and requirements, no matter how complex. We have recently undergone an external audit to ensure that we uphold best practices for data privacy and protection and meet our customers' evolving needs.

## What's most important

### 1. Compliance

K12 Prep serve a global community of parents and students, whose views on data privacy may differ significantly. Not only does K12 Prep Academy respect all opinions and carefully abide the data privacy laws in each country we serve, we opt for the highest standards and aim to be leaders in the field. Our products and services, as well as our privacy policies, are regularly audited and inspected by both employees and external consultants to ensure that we meet, and exceed where possible, privacy expectations and requirements. K12 Prep Academy conducts periodic compliance reviews to verify that this Privacy

Policy is accurate, comprehensive, prominently displayed, lawful, complete, implemented, and accessible. Any employee who violates this Privacy Policy will be subjected to disciplinary action.

### Evolving Legislation

Due to the ever-changing nature of legislation around data privacy, we reserve the right to make lawful changes as needed and recommend that you periodically check this Privacy Policy to see if there have been any new developments or changes. We continually look for ways to move toward more robust protection.

## 2. Personal data

Because we provide education services, we are vocal advocates for safeguarding student data and privacy.

### Data We Collect

When a user enrolls in our program, we ask for their personal data such as name, email, phone, and job title, so that we can correctly administer their account and provide them with the best customer service.

The type of information we request is connected to a specific purpose, namely to:

- Verify your identity and, to determine your eligibility to use our services
- Access content on our website, such as demos, or webcasts;
- Provide receipt and confirmation of successful text uploads;
- Send important messages about our service, such as any changes to functionality;
- Send system emails, including account setup and password retrieval information, as well as digital receipts when you submit papers to the K12 Prep Academy Database; and
- Provide additional product and service support as needed.

When you use our services, the type of device you use and the version of your operating system is automatically collected. K12 Prep Academy collects information under the direction of its clients, and has no direct relationship with the individuals whose personal data it processes. K12 Prep Academy works with its clients to help them provide notice to their customers concerning the purpose for which personal data is collected.

### Putting You in Control

We always give you the choice to opt out of email communication, with the exception of system emails, such as digital receipts and password reset information. K12 Prep Academy acknowledges that you have the right to access your personal information. If you are an individual user who has questions or would like to make changes to your personal data, please contact the institution through which you use our service.

Upon lawful request, K12 Prep Academy will provide information about any personal data we have. At any time, customers may access, correct, change completely or anonymize the personal data that you have provided us by following these steps:

1. Log in to your account using your username and password;
2. Click the "profile Info" link on the navigation bar to open your user profile and view or make changes to your personal data; and
3. If you have any trouble or would like for us to make changes for you, please email [support@k12prepacademy.com](mailto:support@k12prepacademy.com). To honor a change request, we will need the exact information you want changed, as well as information sufficient for us to identify the type of communication you received from us. Our Customer Support can also provide you with information about whether we hold, or process on behalf of a third party, any of your personal data. We respond to requests within 30 calendar days.

### Exceptional Circumstances

We may disclose your personal data in order to comply with a subpoena, court order, or similar legal process or government request when we are required by law to do so. If

K12 Prep Academy is involved in a merger, acquisition, or sale of all or a portion of its assets, you will

be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal data, and choices you may have regarding your personal data. We will only disclose your personal data to a third party with your prior consent.

### 3. Tracking technologies

#### Cookies

K12 Prep Academy and its partners may use cookies or similar technologies to analyze trends, administer the Site, track users' movements around the Site, and gather demographic information about the user base as a whole. It does not use cookies for profiling. You can control whether or not cookies are allowed through your browser. If you choose to disable cookies, it may limit use of certain of features or functions of our websites or service. To manage Flash Local Shared Objects (LSOs), which are sometimes called Flash cookies, [please click here](#).

#### Social Media Features & Widgets

Our website includes social media features, such as the Facebook, Instagram, and other interactive mini-programs that run on our site. These features may collect your IP address, record which pages you visit on our site, and set a cookie to enable the feature to function properly. These features and widgets are sometimes hosted by a third party. Your interactions with these features are governed by the Privacy Pledge of the company providing the specific feature.

#### Ads

We do not serve ads on our site. We partner with a third party to manage our advertising on other sites. Our third-party partner may use technologies such as cookies to gather information about your activities on this site in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads on other sites, you may opt-out by [clicking here](#). Please note this does not opt you out of being served ads. You will continue to receive generic ads.



As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you and to improve site functionality.

## 4. Choice

We always give you the choice to opt out of email communication, with the exception of system emails, such as digital receipts and password reset information.

- You have the opportunity to opt-out of receiving communications from us when we first request your personal data;
- You can opt out of receiving further communications by emailing us at our [unsubscribe@k12prepacademy.com](mailto:unsubscribe@k12prepacademy.com); and
- You can modify your personal data anytime by logging in to your account, selecting "Profile Info," and making changes as desired.

You may also contact us at [support@k12prepacademy.com](mailto:support@k12prepacademy.com) and ask that we make changes on your behalf, but to honor your request, we will need the exact information you want changed, as well as information sufficient for us to identify the type of communication you received from us. Anytime you provide personal data to us, you determine whether or not we may disclose such information in a personally identifiable form to a third party or use it for purposes different from the purposes for which it was originally collected or subsequently authorized.

## 5. Transfer to third parties

K12 Prep Academy does not sell your personal data to third parties. Except in connection with the purposes for which it was originally collected, no personal data will be provided to a third party. If we transfer personal data to a third party, we will require that the third party agree to confidentiality requirements, and applicable legal requirements. We will

share your personal data with third parties only in the ways that are described in this Privacy Policy. If you do not want us to share your personal data with these companies, contact us by sending an email at [support@k12prepacademy.com](mailto:support@k12prepacademy.com).

K12 Prep Academy may transfer personal data to companies that help us provide our service. Companies are authorized to use your personal information only as necessary to provide these services to us. Transfers to subsequent third parties are covered by the provisions in this policy regarding notice and choice and the service agreements with our clients.

Our website includes links to other websites whose privacy practices may differ from ours. If you submit personal data to any of those sites, your information is governed by their privacy statements.

## 6. Security

We endeavor to keep your personal data safe and secure at all times. Our data is stored in the EU or USA with robust physical, digital, and procedural safeguards in place to protect your personal data, including the use of SSL encryption, redundant servers and data centers, and sophisticated perimeter security. We continuously audit for security vulnerabilities and make software patching a priority. Passwords are required to access your personal data, so please remember to keep your password confidential. Even with the tightest security systems, no one can guarantee protection from hackers and unauthorized third parties who capture information provided over public networks.

## 7. Data Integrity

We take every possible step to make sure that the personal data in our systems is relevant for its intended use, accurate, complete, and current. K12 Prep Academy will retain data we process on behalf of our clients for as long as needed to provide services to our client. We retain your information for as long as your account is active or as needed



to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

The K12 Prep Academy database includes academic works submitted by students to our educators, as well as licensed source material sourced from the Internet.

## 8. Changes to this policy

We reserve the right to make changes to this Privacy Policy at any time. Please check the Privacy Policy when you use the Site to ensure that you are aware of any changes in our privacy practices. Our Privacy Policy will indicate the date it was last updated. If at any point we decide to use personal data in a manner different from that stated at the time it was collected, we will notify you via e-mail at the last email address you have provided to us. You will have a choice as to whether or not we use your information in this different manner. If you elect not to allow us to use your information in this different manner, we will continue to use such information in accordance with the Privacy Policy under which the information was collected.

## 9. Notices

Please direct all inquiries regarding the Privacy Policy either to

support@k12prepacademy.com or K12 Prep Academy, 499 NW 70th Ave, suite 210  
Plantation FL 33317.

### EU DATA PROTECTION COMPLIANCE

We work with customers all over the world, and processing your personal data lawfully in order to earn your trust is our top priority. We understand that data protection is essential for good customer service. At K12 Prep Academy, our objective is to operate with accountability, and consistently with the EU and US regulatory environment so that our valued customers feel secure and in control.

K12 Prep Academy is fully committed to the following practices to protect your data:

- We will never sell your data;

- We will never use your data for targeted advertising/profiling;
- We secure your data with strong encryption and security best practices in SOC2 certified data centers;
- We respect local privacy laws and work with legal experts to stay abreast of changes;
- When we collect data, we use it for a specific, stated purpose, to improve your experience and our service to you;
- If we need to send any of your data to a third-party, such as a language translation service provider, we require a contractual agreement that they handle and secure your data with the same high level of protection and care that we deliver; and
- We respect your right to retain ownership and control of your data, so that you can modify, update, or delete it as needed.

### Compliance Today

We currently meet the most stringent data protection laws across jurisdictions and are proactively reviewing every aspect of how we handle data and investing in operational measures to ensure that we continue to meet our customers' requirements.

Today, K12 Prep Academy uses school contract clauses for data privacy and protection. These are standardized contracts to certify that any data that is transferred out of the EU is adequately protected. This prevents our customers from having to request any additional authorization to use our service.

We are in good standing with all standards used to ensure that data is fully protected and are able to meet very specific requirements as needed. The steps we take to maintain the integrity and confidentiality of personal data include:

- We strongly recommend that institutions provide notice to students that the K12 Prep Academy service, depending on the K12 Prep Academy solution used, involves data transfer to the

United States, and we recommend that consent is obtained from the student as soon as possible;

- Universities are free to inspect or audit our services any time;
- All student work and any associated personal data is encrypted and kept secure at all times; and
- Students can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata.

### General Data Protection Regulation

The GDPR has legal effect in all EU Member States from 25 May 2018. The Data Protection Directive (Directive 95/46/EC) has been replaced by the GDPR. Although it is a regulation and immediately effective in all EU Member States, there are certain regulations within the GDPR that Member States will be able to legislate upon at a national level for specific reasons, therefore this policy may change accordingly from time to time.

### The Legal Basis for Processing Personal Data

K12 Prep Academy primarily relies upon Article 6(1)(e) of the GDPR for its legal basis to process data. Pursuant to this provision of GDPR, K12 Prep Academy relies upon the official authority of the Data Controller (the institution that is K12Prep's customer) to process student data in such a way that anti-plagiarism checks may be made to satisfy the institution that the student's work is their own.

Article 6(1)(f) of the GDPR also provides K12 Prep Academy with a lawful basis for processing. This is that it is in the legitimate interests of the Data Controller to process such data at their discretion.

Consent is not the primary basis for processing upon which K12 Prep Academy relies. However, the End-User License Agreement which K12 Prep Academy utilizes with users will continue to be in as a matter of best practice and transparency.

### Key Aspects of the GDPR

The following are some notable aspects of the GDPR:

- The GDPR applies to all personal data processed;
  - The GDPR makes it clear that when processing the personal data of EU nationals, data processors outside the EEA (including the US) must adhere to the GDPR and process only for lawful reasons;
  - The GDPR requires much more accountability when processing personal data. Privacy must be embedded into everything (services, software, systems, and processes) by design and by default;
  - Individuals' rights have been strengthened; and
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# California Privacy Rights

## Notice For California Residents

California residents have certain rights with respect to their personal information, as described below. Before we may fulfill your requests, we are required by law to verify your identity in order to prevent unauthorized access to your data.

Education Platform: In the case of rights requests in relation to our education platforms, this may require us to confirm your identity with your education institution.

Website: In the case of rights requests in relation to our website, this may require us to confirm your identity by asking you to verify certain information previously provided by you, or other methods as practicable.

**WE DO NOT AND WILL NOT SELL YOUR PERSONAL INFORMATION IN CONNECTION WITH OUR EDUCATION PLATFORMS.**

**Right to Know and Access Information**: You may access information we maintain about you using the **methods provided below**. If we grant your request, we will provide you with a copy of the personal information we maintain about you in the ordinary

course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.

**Deletion of Information:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records. You may submit a deletion request using the methods provided below.

**Authorized Agent:** California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a K12 Prep Academy user, please contact us at the information below with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the consumer's interface, and proof of your own identify.

## To Exercise Your Rights

Website: To exercise the rights, please contact us using the information below. Should you have any questions or concerns regarding your California rights or this privacy policy, you may contact us using the contact information below.

- 499 NW 70th Ave Ste 210 plantation FL 33317
- support@k12prepacademy.com
- +1 800 218 5709

Please note that your exercise of the above rights is subject to certain exemptions to safeguard the public interest (e.g., the prevention or detection of crime) and our

interests (e.g., the maintenance of legal privilege). We will try to comply with your request as soon as reasonably practicable. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if we reject your request and notify you of any reasons we are unable to honor your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights under this Privacy Policy.

	Education Platforms	Website
<p><i>Categories of Personal Information we collect</i></p>	<p>Depending on how you use our platforms, we may collect some or all of the following:</p> <ul style="list-style-type: none"> <li>• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, account name, and, if you are the purchaser, your billing address</li> <li>• Personal information limited to your name under subdivision (e) of California Business and Professions Code Section 1798.80</li> <li>• Internet or other electronic network activity</li> </ul>	<ul style="list-style-type: none"> <li>• Online identifier, Internet Protocol address,</li> <li>• Personal information limited to your name under subdivision (e) of California Business and Professions Code Section 1798.80</li> <li>• Internet or other electronic network activity information related to your use of our website</li> <li>• Inferences drawn from your use of our website to create a profile reflecting your interests in our products.</li> <li>• If you choose to schedule a call with K12 Prep Academy,</li> </ul>

we will



	<p>information regarding your interaction with our platforms.</p> <ul style="list-style-type: none"> <li>• Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).</li> </ul>	<p>collect Identifiers such as a real name, work email, phone number.</p> <ul style="list-style-type: none"> <li>• If you choose to send us an inquiry regarding our products, we will collect your professional or employment related information, such as your job title, institution name.</li> </ul>
<p><i>Categories of sources from which the Personal Information is collected</i></p>	<p>We collect the Personal Information directly from you or from your educational institution.</p>	<p>We collect the Personal Information directly from you.</p>
<p><i>Business or commercial purpose for collecting or selling Personal Information</i></p>	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none"> <li>• Performing services in accordance with our contract with the Customer and the terms of use including maintaining or</li> </ul>	<p>We collect your Personal Information to operate the website, respond to your requests and for the following business purposes:</p> <ul style="list-style-type: none"> <li>• Maintaining or servicing the website and providing customer service.</li> </ul>

	<p>servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments.</p> <ul style="list-style-type: none"> <li>• Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.</li> <li>• Debugging to identify and repair errors that impair existing intended functionality.</li> <li>• Sending you marketing communications if you have consented to receive such information.</li> <li>• Undertaking internal research for technological development and demonstration.</li> </ul>	<ul style="list-style-type: none"> <li>• Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.</li> <li>• Debugging to identify and repair errors that impair existing intended functionality.</li> <li>• Sending you marketing communications.</li> <li>• Inferences drawn from your use of our website are used to enable interest-based advertising.</li> </ul>
<p><i>Categories of third parties with whom we share</i></p>	<p>We do not share your Personal Information with “third parties” as the term is defined in CCPA. That</p>	<p>We may share your Personal Information – specifically your IP address, device ID or similar</p>

<i>Personal Information</i>	is, we do not share your Personal Information with individuals or organizations to use for their own commercial purposes.	online identifier, with certain third parties, such as social networks and advertising networks. This information is used to personalize advertising you see after you've visited our website.
<i>Specific pieces of Personal Information we have collected</i>	<p>The Customer's primary account representative: first and last name, email address and institution name and billing address.</p> <p>Teachers: first and last name, email address, IP Address, device ID.</p> <p>Students: first and last name, email address, IP Address, device ID</p>	<p>Internet Protocol address, device ID</p> <ul style="list-style-type: none"> <li>• Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with our website.</li> <li>• If you choose to provide it: first and last name, work email, phone number</li> </ul>

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# Usage Policy

## Introduction

As an education technology service provider, we rely on data to provide you with amazing solutions that improve learning and teaching, and you rely on us to protect that data. We take that responsibility seriously and pledge to never sell or share personal data and use it only for the purpose for which you gave permission. We vigorously guard all data in our care and ensure that you are in total control of your data. Our Privacy Policy details how we protect your data and privacy.

This Usage Policy outlines the legal terms and conditions governing use of this website and any other site provided by K12 Prep Academy, LLC (“K12 Prep Academy”). We refer to the collective sites run by K12 Prep Academy as the “Site.”

\*\*\* By using our site(s) and related services, you agree to be bound by law to these terms and conditions. If you do not agree, please leave this site. \*\*\*

These terms and conditions are in addition to any other agreement you may have with K12 Prep Academy, including any agreement governing your use or your organization's use of K12 products or services (e.g. the K12 Prep Academy Registration Agreement).

If there is a conflict between these terms and conditions and any other separate agreement, the separate agreement shall govern, except that in relation to personal data issues the GDPR section of this document shall at all times apply.

At a high level, we’re asking you to agree to please use our site(s) and services for their intended purpose and do not violate any laws or allow anyone else to use our sites for illegal activity (i.e. fraud, spam, defamation, distributing viruses, or any other socially unacceptable conduct).

Thank you!

## The Legal Agreement

By agreeing to these terms, K12 Prep Academy grants you a nonexclusive license to use the Site for your personal, non-commercial use. You agree to NOT use the Site for any purpose that is unlawful or prohibited by these terms and conditions.

- You may not reverse engineer, deconstruct, disassemble or decompile any software or technology underlying the Site or provided through the Site, except to the extent permitted by applicable law.
- The contents of the Site may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of K12 Prep Academy. You may download content from the Site to any single computer, provided you keep intact all copyright, trademark, and other proprietary notices. Any use of these materials

on any other website or networked computer environment for any purpose is prohibited.

- You may not frame or utilize framing techniques to surround or enclose any portion of the Site without K12 Prep Academy 's express written consent.

If you breach any of these terms and conditions, you will no longer be authorized to use the Site.

We suggest that you keep a copy of these terms and conditions for your future reference. Please note that we may revise these terms and conditions at any time, and it is your responsibility to periodically read through these Terms and Conditions and know that when you use the Site, you are bound by the most current Terms and Conditions.

For your convenience, we have made our policies and terms available on our homepage and at every point where we request your personal information.

#### Copyright Ownership

The Site is owned and operated by K12 Prep Academy. All of the associated services, content, data, information, and other materials on or directly accessible from the Site are also owned by K12 Prep Academy or its subsidiaries, affiliates, licensors, and/or vendors. The Site is protected United States and international copyright and trademark laws. Any copies that you make of material or other content provided through the Site must contain the same copyright and other proprietary notices that appear with the material or content. Any rights not expressly granted by these Terms and Conditions or any other agreement with K12 Prep Academy are reserved by K12 Prep Academy and/or its vendors and licensors.

If you are a student submitting a paper for review in connection with a class you are taking, know that you retain copyright ownership; the content of your paper is used solely for the purpose of performing educational services.

Please note that we vigorously protect all personally identifiable information and any papers submitted to use through the Site and/or our service. Excluding that personal data, any communications or material of any kind that you e-mail, post, or transmit

through the Site, such as questions, comments, suggestions, and other data, will be treated as non-confidential and non-proprietary. We'll refer to this as your "Communications," which K12 Prep Academy may use, royalty-free, for business purposes, but not limited to, the development and use of products.

K12 Prep Academy may (but is not obligated to) monitor areas of the Site for user Communications, such as chat rooms, bulletin boards, and other user forums. Turnitin will have no liability, however, related to the content of any such Communications. Turnitin does retain the right to remove, at its discretion, Communications that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate.

### Framing

You may not frame or utilize framing techniques to use, surround or enclose any portion of the Site without K12 Prep Academy's express written consent.

### Jurisdiction

This Site is controlled and operated by K12 Prep Academy from its offices within California in the United States of America. It makes no claim that the materials are appropriate for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local or national laws, if and to the extent local or national laws are applicable.

Any software from this Site is subject to United States export controls and, potentially, the import laws of your jurisdiction. No software from this Site may be downloaded or otherwise exported or re-exported to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or otherwise prohibited by United States export control laws. By downloading or otherwise using Software from this Site in any manner whatsoever, you represent and warrant that you are not on any such list or located in, under the control of, or a national or resident of any such country.

Any use of downloaded software by the U.S. Government, including but not limited to any Educational Institutions under its jurisdiction or under the corresponding States'



jurisdiction, is subject to 'restricted rights' as that term is defined in FAR 52.227-19(c)(2) or DFAR 252.227.7013(c)(1) (if used in a defense related agency).

## Trademarks

K12 Prep Academy, LLC and other names of K12 Prep Academy products and/or services including the trademarks and service marks of K12 Prep Academy 's trademarks and service marks may not be used in connection with any product or service that is not K12 Prep Academy, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits K12 Prep Academy.

All other trademarks, service marks, and logos used on the Site belong to their respective owners. K12 Prep Academy does not make any claims to the marks of others that might appear on the Site.

## Your License to Us

Unless otherwise indicated in this Site, including our Privacy Policy or in connection with one of our services, any communications or material of any kind that you e-mail, post, or transmit through the Site (excluding personally identifiable information of students and any papers submitted to the Site), including, questions, comments, suggestions, and other data and information (your "Communications") will be treated as non-confidential and non-proprietary. You grant K12 Prep Academy a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to reproduce, transmit, display, disclose, and otherwise use your Communications on the Site or elsewhere for our business purposes. We are free to use any ideas, concepts, techniques, know-how in your Communications for any purpose, including, but not limited to, the development and use of products and services based on the Communications.

Your Communications: K12 Prep Academy may, but is not obligated to, monitor or review any areas the Site where user Communications may be made available, including, but not limited to, chat rooms, bulletin boards, and other user forums. K12 Prep Academy, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, defamation, privacy, obscenity, or otherwise. K12 Prep Academy retains

the right to remove, in its sole discretion, Communications that include any material deemed abusive, defamatory, obscene, or otherwise inappropriate.

### Acceptable Use Policy

So that everyone can enjoy the Site, K12 Prep Academy reserves the right to suspend anyone's access to the Site who violates this policy and the following provisions. Please do NOT:

1. restrict any other user's enjoyment of the Site.
2. engage in unlawful, threatening, abusive, libelous, defamatory, pornographic, profane, or otherwise offensive actions.
3. carry out or encourage criminal conduct, give rise to civil liability, or otherwise violate any law.
4. violate or infringe upon the rights of any third party, including, without limitation, patent, copyright, trademark, privacy, or any other proprietary right.
5. distribute anything that contains a virus or other harmful component.
6. distribute anything that contains false or misleading indications of origin or statements of fact.

K12 Prep Academy reserves the right to disclose information as necessary to satisfy any legal requirement, including regulations, government requests, court orders, or subpoenas.

K12 Prep Academy also reserves the right to edit or remove any information, in whole or in part, that it

deems objectionable, disruptive to the Site, or in violation of these terms.

In other words: please be respectful of others. Thank you.

### Privacy Policy

We respect and protect all personally identifiable information.

### External Links

The Site contains hyperlinks to third-party websites. That does not mean that K12 Prep Academy endorses or recommends that site or that third party's products or resources, nor does it indicate affiliation with or sponsorship of that third party. K12 Prep Academy is not responsible for

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conformity to any representation or description, merchantability, quality of information, quiet enjoyment, and fitness for a particular purpose.

**IMPORTANT:** Neither K12 Prep Academy, nor its licensors or suppliers, will be liable for any loss or damage under any circumstances resulting from use of this Site or associated services. That means that you agree to be responsible for any damage or loss linked to using this Site or K12 Prep Academy services. This limitation does not apply to the extent that it is prohibited by law.

If you are dissatisfied with this Site or related services, please stop using the Site. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### Indemnification

You agree to indemnify and defend K12 Prep Academy from any claim (including attorney fees and costs) arising from your (a) use of the Site, (b) violation of any third-party right, or (c) breach of any of these Terms and Conditions. You agree to cooperate as reasonably required in the defense of any claim. K12 Prep Academy reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without K12Prep's prior written consent.

#### Claims

In accordance with the Digital Millennium Copyright Act (17 U.S.C. 512), K12 Prep Academy, LLC is registered with the United States Copyright Office as a Service Provider. Any notifications of claimed copyright infringement must be sent to our Copyright Agent:

Chief Financial Officer

K12 Prep Academy, LLC

950 S Pine island Rd, Ste A-150 Plantation FL 33324

Phone: +1 800 218 5709

Email: [support@k12prepacademy.com](mailto:support@k12prepacademy.com)

K12 Prep Academy respects and works hard to protect the intellectual property of others, and we our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide K12 Prep Academy 's Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### General

Except as provided below, these terms and conditions constitute the entire agreement between K12 Prep Academy and you (pertaining to this Site and K12 Prep Academy services).

#### Details

The parties agree that any and all disputes, claims, or controversies arising out of or relating to these terms and conditions that are not resolved by mutual agreement shall be submitted to final and binding arbitration, pursuant to the United States Arbitration

Act, 9 U.S.C. Sec. 1 et seq. The arbitration shall take place in Broward County, Florida, unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration shall take place in Broward County, Florida, unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement; provided, however, nothing shall prohibit the parties from seeking injunctive relief and/or other equitable remedies in a court of competent jurisdiction. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

#### General Data Protection Regulation (GDPR)

This section applies where the GDPR applies to K12Prep's processing of the personal data of data subjects in the EU. References to 'Articles' or 'Chapters' in this section are to the corresponding Articles or Chapters in the GDPR and italicized terms correspond to the definitions in the GDPR. This section is binding on K12 Prep Academy.

The controller hereby grants to K12 Prep Academy a general written authorization to engage other processors in the provision of the services. K12 Prep Academy shall inform the controller of any intended changes to the processors allowing the controller the right to object to such changes.

The following information applies:



Subject matter of the <i>processing</i> .	Processing of submissions (student or academic papers or proposed published texts) and their associated <i>personal data</i> pursuant to the purpose described below.
Duration of the <i>processing</i> .	Storage of the content of submissions is indefinite unless instructed otherwise by the <i>controller</i> .
Nature of the <i>processing</i> .	Collection, storage, retrieval, use (in the context of text matching functions).
Purpose of the <i>processing</i> .	To allow academic institutions / publishers to detect potential plagiarism in the academic / publishing sectors.
Type of <i>personal data</i> .	First name, surname, email address (academic), student ID number (if provided by <i>controller</i> ), content.
Categories of <i>data subjects</i> .	Students, account administrators, instructors, authors.
Obligations of the <i>controller</i> .	The <i>controller</i> is obliged to comply with its general obligations under the GDPR, in particular to process the personal data it collects in accordance with Articles 5 and 6, and to comply with Articles 13, 14, 24, 30 and 32, and to comply with any actionable rights of the data subject.
Rights of the <i>controller</i> .	The <i>controller</i> may exercise its rights against the processor under the GDPR, in particular under Articles 28 and 32.

K12 Prep Academy, as *processor*, confirms that it:

(a) *processes the personal data* only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- (b) ensures that persons authorized to *process the personal data* have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) takes all measures required pursuant to Article 32;
- (d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 for engaging another *processor* and shall, in the event that it engages another *processor* in the delivery of the service, ensure that the *processor* adheres to the same data protection obligations in accordance with paragraph 3 of Article 28;
- (e) taking into account the nature of the *processing*, assists the *controller* by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the *data subject's rights* laid down in Chapter III;
- (f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- (g) at the choice of the *controller*, deletes or returns all the *personal data* to the *controller* after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the *personal data*; and
- (h) makes available to the *controller* all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by the *controller* or another auditor mandated by the *controller*.

If you have questions, please email [support@k12prepacademy.com](mailto:support@k12prepacademy.com).

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# EU Data Protection and GDPR Compliance

We work with customers all over the world, and your trust is our top priority. We understand that data protection is essential for good customer service. At K12 Prep Academy, LLC, our objective is to operate transparently and consistently with the EU regulatory environment so that you, our valued customers, feel secure and in control.

K12 Prep Academy, LLC, is fully committed to the following practices to protect your data:

- We will never sell your data.
- We will never use your data for targeted advertising.
- We secure your data with strong encryption and security best practices.
- We respect local privacy laws and work with legal experts to stay abreast of changes.
- When we collect data, we use it for a specific, stated purpose, to improve your experience and our service to you.
- If we need to send any of your data to a third party, such as a language translation service provider, we require a contractual agreement that they handle and secure your data with the same high level of protection and care that we deliver.
- We respect your right to retain ownership and control of your data, so that you can modify, update, or delete it as needed.

## Compliance today

We currently meet the most stringent data protection laws across jurisdictions and are proactively reviewing every aspect of how we handle data and investing in operational

measures to ensure that we continue to meet our customers' requirements as data protection rules are reformed.

Today, K12 Prep Academy uses contract clauses to meet varying, specific needs across the Union (EU) for data privacy and protection. These are standardized contracts to certify that any data that is transferred out of the EU is duly protected. This prevents our customers from having to request any additional authorization to use our service.

We are in good standing with all standards used to ensure that data is fully protected and are able to meet very specific requirements as needed. The steps we take to maintain the integrity and confidentiality of personal data include:

- We strongly recommend that institutions provide notice to students that the AHS service involves data transfer to the United States, and we recommend that consent is obtained from the student as soon as possible.
- Universities are free to inspect or audit our services any time.
- All student work and any associated personal information is encrypted and kept secure at all times.
- Students can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata.

## Key differences in data protection rules

K12 Prep Academy fully and proactively supports the transition to simplified, more uniform application of the law as it applies to data protection in and outside of Europe.

Following are some notable changes:

- The 1995 Directive had different interpretations for each member state, whereas the intent of the GDPR is to provide a regulatory tool that works at the EU level. So, the expectation is that there won't be as many variations needed, and that data protection applies to all.

- There used to be ambiguity about what companies could do with personal data vs. anonymous identifiers. Germany doesn't typically recognize anonymous data. New regulations apply to ALL data collected, with the intent being to make it harder to profile people.
- The GDPR makes it clear that the U.S. must play by the EU's rules and obtain valid, opt-in consent, using clear language, to use personal information.
- The GDPR requires much more accountability when processing information. Privacy must be embedded into everything (services, software, systems, and processes) by design and by default. The expectation is that the ability to erase data will be mandatory as well.
- Under the GDPR, public authorities and companies that depend on processing personal information will be required to hire a data protection officer (DPO), who will be responsible for making sure that legal data processes are upheld.
- Individuals' rights are being strengthened. For example, cookie policies now should be much more clearly communicated and obvious.
- End users must be notified of data breaches within 72 hours. Under the 1995 Directive, there are no uniform rules applied across the EU.
- To export data, model clauses will be favored, which K12 Prep Academy uses. There is no real mention of Safe Harbor, but nothing prohibits it. Different model clauses can be used to meet specific privacy requirements.

## Additional Resources

- [EU-US Privacy Shield](#)
  - [Reform of EU Data Protection Rules](#)
  - [European Commission – Protection of Personal Data](#)
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# Copyright Protection

K12 Prep Academy agrees that students should own the copyright to their original work. A common misconception is that students relinquish their ownership rights when they submit assignments to K12 Prep Academy. This simply isn't true!

Students who submit papers to K12 Prep Academy retain the copyright to the work they created. A copy of submitted papers is retained in a K12 Prep Academy database archive to be compared with future submissions—a practice that helps protect and strengthen copyright ownership.

A U.S. District Court judge ruled that archiving student papers to assess the originality of newly-submitted papers constitutes a fair use under the U.S. Copyright Act, provides "a substantial public benefit" and helps protect the papers from being exploited by others. [Read the summary judgement.](#)

The summary judgment was unanimously affirmed by a U.S. Court of Appeals. [Read the published decision.](#)

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## Legal FAQs

[Australian Legal PDF](#)

[Canadian Legal PDF](#)

[Mexican Legal PDF](#)

[Mexican Legal PDF \(ES\)](#)

## How does K12 Prep Academy protect my privacy?

K12 Prep Academy is committed to protecting the privacy and security of our users and their information. We maintain extremely high levels of privacy and security through the use of SSL encryption, redundant servers, sophisticated firewalls, multiple data centers,

and privacy and security audits. With a security system that has never been breached and a student privacy pledge of the highest standards, instructors and students can use Turnitin with an unsurpassed level of confidence. Please click [HERE](#) to view Student Privacy and Online Educational Services

## Who owns student assignments once they are submitted to K12 Prep Academy?

Students retain the copyright of assignments submitted to K12 Prep Academy. The K12 Prep agreement entitles K12 Prep Academy to use the works as part of the plagiarism prevention system under the principles of fair use.

## Does K12 Prep Academy archive student work?

K12 Prep Academy archives student papers by default only for the purposes of textual comparison. Institutions may choose to not have their papers archived in the service.

The fair use defense codified in Section 107 of the Copyright Act has been recognized as an "equitable rule of reason." In considering whether a use is a fair use, courts often analyze whether the use is beneficial to society as a whole (as part of a determination of whether a use is transformative) and whether the user has "clean hands." The District Court and Fourth Circuit both held that the archiving of student works in the educational context is a fair use. In so holding, the courts did not find that Turnitin's use of student works was in any respect unethical.

## How does K12 Prep Academy comply with privacy regulations of countries?

As a US company with high standards for security and privacy, K12 Prep Academy is designed to comply with many of the data protection requirements of other countries, including informed consent, access rights of submitting students, and technical and organizational measures to maintain the integrity and confidentiality of personal data.

## Am I bound to the K12 Prep Academy click-through agreement? What if minor?

Yes. The United States District Court for the Eastern District of Virginia found that the online click-through agreement on the K12 Prep Academy site is an enforceable agreement, even against minors. Parental consent or the consent of a guardian is required for a minor to set up an account with Turnitin and the agreement is therefore binding.

## Can a teacher require me to submit my assignment to K12 Prep attend another Private school? Public school?

Yes in both cases. If you attend a private school you have agreed to abide by the school's policies.

With respect to public school, as the United States District Court for the Eastern District of Virginia has recognized in rejecting four students' claim that they were improperly compelled to submit their papers to a review service or face a failing grade, "Schools have a right to decide how to monitor and address work submissions in their schools and may employ company employees and policy to help do so."

## Does K12 Prep Academy share information with third-party services?

K12 Prep Academy integrates with third-party services such as an Educational Testing Service student information may be shared in order to deliver a part of these services. While K12 Prep Academy does transfer information where necessary to perform the service, no personally identifiable information such as name, email or school is sent by K12 Prep Academy to third-party services.

## Does K12 Prep Academy comply with FERPA (Family Educational Rights Privacy Act)?

Yes. K12 Prep Academy is compliant with and helps institutions comply with FERPA, including:



K12 Prep Academy expects and suggests that institutions comply with FERPA's notice regarding the use and disclosure of directory and non-directory education records so that students and parents are aware that the school may engage services like K12 Prep Academy. Institutions are free to inspect or audit our services to assure themselves that all information is used only for the purposes of assisting instructors.

Data is kept secure at all times and are only used for purposes of assisting the instructor in assessing the assignment.

Users may submit their paper using a pseudonym and in formats that contain little, if any, identifying metadata. This reduces our chance of collecting and processing personal data.

## Does K12 Prep Academy comply with COPPA (Child Online Privacy Act)?

Yes. The FTC has specifically stated that COPPA's requirements do not apply to sites that contract with schools to offer online programs for the benefit of the schools and their students, and collect personal information only for these purposes. (FTC COPPA FAQ #55.) Thus, these services are not required to get prior verifiable parental consent before collecting or maintaining personal information. K12Prep's services, which include originality checks and online grading, are offered pursuant to K12Prep's contracts with school districts, and K12 Prep Academy does not collect personal information for other purposes. FTC has said that in such circumstances, operators like K12 Prep Academy may presume that the school has authorized the collection of personal information based upon the school having obtained the parents' consent. Schools often obtain parental consent via Acceptable Use Policies that they provide to students and parents. In addition, COPPA also allows, but does not require, schools to act as agents on behalf of parents and to provide consent for the online collection of a student's personal information within the school context. (FTC COPPA FAQ #54.)

## Who can I contact at K12 Prep Academy if I have privacy concerns?

We are always ready to answer any question or concerns you may have. Please write to us at [support@k12prepacademy.com](mailto:support@k12prepacademy.com).