

## **PRIVACY POLICY**

### **1. INTRODUCTION**

Welcome to EngChalkboard, a web-based service (“the Service” or “Website”) provided by ABCCs LLC (“EngChalkboard” or the “Company”). We offer you the ability via our courses to learn English online through our online services and website functionality and offline through downloads that may be available via the website (collectively, the “Service”). We respect your privacy and want you to know what we do with your information that we collect. This Privacy Policy applies to all information we collect or receive from you.

Please note that EngChalkboard may contain links to other websites and occasionally other websites may be co-branded with the EngChalkboard or an affiliate’s trade name. Websites that are linked to the Service or carry the EngChalkboard brand may have privacy policies which differ from that of EngChalkboard.

### **2. HOW TO REACH US**

If you have any questions regarding this Privacy Policy, or if you would like to contact EngChalkboard for any other reason, please call the number that appears on our website [www.EngChalkboard.com](http://www.EngChalkboard.com). If you are a student, please use any of the contact options in your learning platform’s “Contact Us” link.

### **3. INFORMATION WE COLLECT**

(a) Registration Information. You are not required to register or give us any personal information about yourself in order to visit the Website and or to view certain features made generally available on our Website. However, we may offer you the opportunity to register with us or to sign up for our mailing list. Although registration is not required to visit our Website, in order to contact us regarding service details or cost of service, and/or other services that may be offered on our Website, you will be required to register and create an account with EngChalkboard. When you create your EngChalkboard account, you will be required to provide certain personal information from you, including your first and last name, a user name (which will be your email address), the country in which you reside, your phone number and a password.

In addition, prior to using the Service, you may also be required to provide information of your credit card or other payment instrument and your billing address. If you authorize us to do so, we will retain your credit card information in our database to facilitate your checkout process for future transactions, all in accordance with regulations issued by credit cards networks.

(b) Testimonials. EngChalkboard may post customers’ testimonials on our Website, which may contain personal information from our customers. Once you accept the Terms of Service applicable to the Service, you give your consent to EngChalkboard to publish any testimonial, post, comments, name and any other representations.

#### **4. WHAT WE DO WITH YOUR INFORMATION**

(a) As part of the Service, EngChalkboard may provide you feedback regarding your progress in the form of video messages hosted on third party websites, which messages can be viewed by other users of such third party websites. Although these video messages will not identify you by name or photograph, if you do not wish to receive such feedback, you will have the ability to opt-out of receiving and having such messages hosted on the third party websites.

(b) If you provide EngChalkboard with personally identifiable information, we will take reasonable and appropriate steps to protect this information. **EngChalkboard will not disclose, share, sell or rent personally identifiable information collected on our Website to third-party organizations for their marketing or promotional use without your consent.**

(c) In order to keep you informed about our services, we may send e-mails and announcements that are needed for the administration of our Website and Service. Additionally, we may, from time-to-time, allow you to choose whether you would like to receive mailings from third parties with whom we have affiliate relationships. You will always have the ability to change your options by accessing your EngChalkboard Account. Each marketing e-mail from EngChalkboard will include instructions for how to unsubscribe from our mailing list.

(e) Following termination or deactivation of your account, EngChalkboard, may retain information associated with your profile information for a commercially reasonable time for backup, archival, and/or audit purposes.

#### **5. SECURITY**

(a) We use reasonable security methods to protect the data that resides on our servers. However, because no security system is impenetrable, we cannot guarantee the security of our servers. It is also possible that information you supply to us will be intercepted during transmission.

(b) Because sensitive information on web pages may not be secure, we send you an invoice separately via email. The invoice is connected to Paypal and we can only offer the security that Paypal promises. You are responsible for securing your computer and browser from your end. You can check the security of your connection by looking at the address in your browser window. After you have accessed a secure server protected by SSL, the first characters of the address will change from "http" to "https."

(c) Please do your part to help us. To help protect your EngChalkboard Account information, please keep your password secure. Your password will be maintained on our system in encrypted form because EngChalkboard understands that privacy is important to you. EngChalkboard will generate a link to create a new password in case you forget it and send it to the email account you provided. This will not affect your settings in any way. We suggest that you pick a non-obvious password that mixes numbers and letters. In addition, we recommend that you do not divulge your password to anyone. Ultimately, you are responsible for maintaining the secrecy of your passwords and any EngChalkboard Account information.

(d) Remember to sign out of your EngChalkboard Account, and close your browser window whenever you leave your computer. This is to ensure that others cannot access your personal information, because your computer may be accessible to others or used in a shared setting.

(e) EngChalkboard's Privacy Policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond EngChalkboard's control, and is not to be applied in any manner contrary to applicable law or governmental regulation.

## **6. CHAT WITH OUR TEACHERS**

During the term of the Course, students will have the opportunity to interact with academic advisors (the "Teachers") during the online live classes (image /voice will be your choice) available in the Course participating in session, games and activities through a virtual classroom and a chat system. We may employ live moderation and/or encourage users to flag inappropriate communications. We strongly encourage students who use these interactive features on our sites and applications never to provide personal information about themselves or any third party, and certainly never to attempt to circumvent the filters or moderation we may have in place. We also recommend that you as a parent or legal guardian carefully supervise minors while his/her participation in online activities associated with the Course.

## **7. CHILDREN**

(a) Consistent with the federal Children's Online Privacy Protection Act of 1998 (COPPA) as amended from time to time, we will never knowingly request personally identifiable information from anyone under the age of seventeen (17) without requiring parental consent. Any person who provides their personal information to us through the Service represents that they are 17 years of age or younger. EngChalkboard does not knowingly collect or solicit any information from anyone under the age of 17 or knowingly allow such persons to register for the Service.

(b) The Course activities do not require minors to provide any personal information and therefore may not result in notice to the parent or require parental consent. However, in connection with certain activities or services of the Course, we may collect a minor's online contact information, such as an email address, in order to communicate with the child more than once. On some occasions a child may be engaged in more than one ongoing communication, and a parent may be required to "opt-out" of each communication individually.

(c) In any instance that we collect personal information from a minor, we will retain that information only so long as reasonably necessary to fulfill the activity request or allow the child to continue to participate in the activity, and ensure the security of our users and our services, or as required by law

(d) For more information please review our Privacy Policy that explains our information collection, disclosure, and practices with respect to information we collect. This policy is in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA"), and outlines our practices in the United States regarding children's personal information.

## **8. COPPA**

(a) Consistent with the requirements of COPPA, on any child-targeted site or application, or in any instance where we ask for age and determine the user is age 17 or under, we will ask for a parent or guardian email address before we collect any personal information from the child. If you believe your child is participating in an activity that collects personal information and you or another parent/guardian have NOT received an email providing notice or seeking your consent, please feel free to contact us at [We will not use parent emails provided for parental consent purposes to market to the parent, unless

the parent has expressly opted in to email marketing or has separately participated in an activity that allows for such email contact.

(b) At any time, parents can refuse to permit us to collect further personal information from their children in association with a particular account or service administered by the Company, and can request that we delete from our records the personal information we have collected in connection with that account. Please keep in mind that a request to delete records may lead to a termination of an account, license of use, or other service administered by the Company.

(c) In any correspondence to the Company such as e-mail or mail, please include the child's username and the parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a parent's identity before granting access to any personal information.

### **9. THIRD-PARTY ADVERTISERS**

(a) No third-party ad servers or ad networks will be permitted to serve advertisements within EngChalkboard service.

### **10. LINKS TO OTHER SITES**

(a) Linking to other sites is an integral part of the functionality of the Internet, including our Website. Any link to a page which displays a URL other than a domain name that ends in EngChalkboard.com in the address window of your browser is a link to a site outside of our service and thus outside the control of EngChalkboard. This includes links to our suppliers of content on the service, affiliates, and links to any other third parties that may be linked to EngChalkboard. These other sites may send their own cookies to you, collect data or solicit personal information. EngChalkboard cannot guarantee and is not responsible for the content of outside sites.

(b) Please keep in mind that whenever you give out personal information on other sites (for example via message boards or chat), that information can be collected and used by people you don't know. While EngChalkboard strives to protect our visitors' personal information and privacy, we cannot guarantee the security and privacy of any information you disclose at other sites, and you do so at your own risk. Please learn about the privacy and security practices and policies of external websites before providing them with personal information.

### **11. INTERNATIONAL USERS**

The Service is hosted in the United States. If you are a user accessing the Service from the European Union (EU), Asia, or any other region with laws governing personal data collection, use, and disclosure, that differ from United States laws, please note that you are transferring your personal data to the United States which does not have the same data protection laws as the EU and other regions, and by providing your personal data you consent to:

- use of your personal data for legal uses and the uses identified above in accordance with the Privacy Policy; and
- the transfer of your personal data to the United States as indicated above.

## **12. HOW TO REVIEW, UPDATE OR DELETE YOUR REGISTRATION INFORMATION**

(a) As part of your use of our Service, you are responsible for updating your submitted registration information so that it is both current and complete. In order to update your registration information, please contact EngChalkboard by calling the number that appears on our website, or from your learning platform, choose the Contact Us link.

(b) Please note that by using our Website, you signify your agreement to this Privacy Policy, as it may be amended from time to time. If you do not agree to this Privacy Policy, please do not use our Website or the services provided thereon. We reserve the right to make changes to this Privacy Policy. We will provide notice to you of any material changes by any reasonable means including sending an email to the most recently updated address in your EngChalkboard Account and/or posting such notice and the amended policy on the EngChalkboard Website. Your continued use of our Website following changes to this Privacy Policy will mean that you accept and agree to the changes and that any information collected or provided after such change will be governed by the updated Privacy Policy.

(c) EngChalkboard is dedicated to protecting your personal information and welcomes comments and questions on this Privacy Policy. You may reach out to our team by calling the number on our website. If you are a student, choose from the contact options displayed in the "Contact Us" link in your learning platform.