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# Terms & Privacy

## Terms of Use

## Privacy Policy

# Terms of Use

## Acceptance

Welcome to Listen Innovation Inc.'s website. These Terms of Use govern your use of [www.listenwise.com](http://www.listenwise.com), [www.listenedition.com](http://www.listenedition.com), and any successor websites of the foregoing (collectively, the "Site"), any Listen Innovation software, downloaded from this Site or obtained elsewhere (the "Software"), and all of the services made available on the Site (the "Services"). By using the Software, Services or visiting or browsing the Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and any modifications that may be made to these Terms of Use from time to time. In addition, to the extent our Services or Software require you to set up an account with a password, if you are designated as the parent or legal guardian in the account, or are otherwise the person who first registers for a Service, you agree to be responsible for ensuring that all users on your account comply with these Terms of Use and any modifications that may be made to the Terms of Use from time to time. If you do not agree to these Terms of Use, you should not use the Services or Software, or visit or browse the Site. These Terms of Use constitute a binding legal agreement between you and Listen Innovation, Inc. ("Listen Innovation," "we," "us," and "our"). If you are using the Site, Services or Software, on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify you and Listen Innovation for violations of these Terms of Use. Please read these Terms of Use carefully before accessing or using the Site, Software or the Services.

## Modifications

We reserve the right to modify these Terms of Use at any time and in any manner at our sole discretion, including the fees for the Software or Services. Notice of any modification of these Terms of Use will be posted in this section of the Site, and any such modifications will be effective upon the posting of such notice. Your continued use of the Site, Software or the Services constitutes your binding acceptance of such modifications. Please check this section of the Site before using the Site, Software or the Services to determine whether a change has been made to these Terms of Use. If you do not agree to any changes in the Terms of Use as they may occur, please arrange to terminate your registration with the Site immediately and discontinue your use of the Service, Software and the Site. You agree that we are not liable to you or to any third party for any modification of the Terms of Use.

## Registration

Before you can use certain parts of the Software or Services, you may be required to register an account through the Site. You must be 18 years of age or older, or have the consent of a parent or legal guardian to register for a Site account. You may, also, add or register additional users to use the Services, who are younger than 18 years old, but only if you are such users' parent or legal guardian, or are an authorized school official. You agree to provide true, accurate, current, and complete information about yourself and the users of the account as prompted by the Site's registration form (such information, being the "Registration Data"), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services, Software and the Site. You agree that, if you provide any personally identifiable information about a child under age 13 in order to allow them to use the Site, Software or Services, that you are the parent/ legal guardian of such child or are an authorized school official and that you consent to the child's use of the Site, Software and Service and agree to be bound to these Terms of Use with respect to the child's use. You understand that the privacy policy will apply to the child's use of the Site, Software and Service. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are solely responsible for any activity related to your account. If you suspect any unauthorized use of your account, notify us immediately. You acknowledge and agree that we may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Listen Innovation, its users, or the public. Without limiting the foregoing, parents and legal guardians understand that they are responsible for the acts and activities of their minor children in connection with any use of the Site, Software, and/or Software, and that the privacy policy will apply to their family's use of the foregoing.

## **Content**

The Site, Software and the Services may allow you and other third parties to post data, text, code, messages, opinions, advice, statements, reviews, comments, and other materials and information (collectively, "Content"). All Content, whether publicly posted on or privately transmitted via the Site, Software or the Services, is the sole responsibility of the person from whom the Content originated and not of Listen Innovation, or its shareholders, directors, officers, or employees. Listen Innovation may review and delete any Content, in whole or in part, that in the sole judgment of Listen Innovation violates these Terms of Use or that might be offensive, illegal, or that might violate the rights of or harm any third parties. Nonetheless, under no circumstances will Listen Innovation or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on Content obtained through the Site, Software or the Services. It is your responsibility to evaluate the Content available through the Services, Software or the Site. Although Content will not be pre-screened or reviewed, we reserve the right to refuse or delete any Content. **DO NOT SUBMIT OR DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.** Listen Innovation appreciates feedback from our Site users. However, please do not send to Listen Innovation any creative or original materials such as ideas for software products, games, or other products, or any other creative suggestions, ideas, notes, drawings, concepts or other information. Listen Innovation shall be free to use any such ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any

purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information and shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any submission.

## Licenses

When you post Content, you hereby grant (or warrant that the owner of the Content grants) us and each user of the Site, Software or the Services a royalty-free, perpetual, irrevocable, fully sublicensable, worldwide, non-exclusive right to use, reproduce, modify, translate, adapt, publish, create derivative works of, transmit, distribute, perform, display, delete (in whole or in part), and incorporate the Content for any purpose and without acknowledgement to you. By posting or providing Content, you represent and warrant that public posting and use of your Content by us and any of our users will not infringe on or violate the rights of any third party. In addition subject to the terms of this Agreement, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Software solely to use the Service to the extent you have the right to access the Service. Your right to access the Service will be limited by the terms of this Agreement. Except for this license granted to you, we retain all right, title, and interest in and to the Software, including all related intellectual property rights. The Software and Services are protected by applicable intellectual property laws, including United States copyright law and international treaties. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software and/or Services; (b) rent, lease, or sublicense the Software and/or Services; nor (c) circumvent or disable any security or technological features or measures in the Software and/or Services. You may not export or re-export the Software and/or Services without (a) the prior written consent of Listen Innovation; and (b) complying with applicable export control laws and obtaining any necessary permits and licenses.

## Usage Guidelines and Restrictions

You agree not to use the Site, Software or the Services to:

1. upload, post, e-mail, or otherwise transmit any Content that contains personally identifying information (such as actual names, phone numbers, mailing addresses, e-mail addresses and URL), unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. harm minors in any way or write comments that in any way refer to person(s) under 18 years of age;
3. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
4. upload, post, e-mail, or otherwise transmit Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements);
5. upload, post, e-mail, or otherwise transmit Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
6. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation;

7. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
8. interfere with or disrupt the Services, Software, the Site, or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
9. intentionally or unintentionally violate any applicable local, state, national, or international law, "stalk" or otherwise harass another, or collect or store personal data about other users;
10. use any automated means to access the Site, Software or the Services or collect any information from the Site, Software or the Services (including, without limitation, robots, spiders, or scripts); or
11. frame the Site, Software or the Services, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect the display of its pages. This means, among other activities, that you must not engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information.

## Termination

You agree that Listen Innovation, in its sole discretion, may terminate your password, account (or any part thereof), and use of the Site, Software and the Services, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if Listen Innovation believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Listen Innovation may also in its sole discretion and at any time modify or discontinue providing the Site or the Services, or any part thereof, with or without notice. You agree that any modification or termination of your access to the Site, Software or the Services may be effected without prior notice, and you acknowledge and agree that Listen Innovation may immediately deactivate or delete your account and all related information and Content in your account and bar any further access to such information or to the Site, Software or the Services. Further, you agree that Listen Innovation shall not be liable to you or any third party for any modification or termination of your access to the Site, Software, or the Services.

## Privacy

Any information submitted on the Site or the Services is subject to our Privacy Policy, the terms of which are incorporated into these Terms of Use. Please review our Privacy Policy carefully.

Disclaimers of Warranties; Limitations on Liability The Site, Software, and the Services (including all Content) are provided "as is"; ListenInnovation makes no representations or warranties of any kind with respect to the Services, the Content, the Site, the Software, or any contents therein. Listen Innovation assumes no liability or responsibility for any errors or omissions in providing the Services, the Site, the Software or the Content, any losses or damages arising from the use of the Content, or any conduct by users of the Site. LISTEN EDITION, INC. EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, AND THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AUTHENTICITY, TITLE, AND NON-INFRINGEMENT. In addition, Listen Innovation does not represent or warrant that the information on or accessible via the Site or Software, or through the Services is complete, current or will be updated or corrected. Listen Innovation does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or any hyperlinked site or featured in any banner or other advertising. While Listen Innovation attempts to make your access and use of

the site, the services, and the software safe, we cannot and do not represent or warrant that the site, the software, or its server(s) are free of viruses or other harmful components; therefore, you should use industry recognized software to detect and disinfect viruses. LISTEN INNOVATION, INC.'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' LIABILITY UNDER THESE TERMS OF USE IS LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. LISTEN INNOVATION, INC. AND ITS AFFILIATES, SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, AND LOSS OF PROFITS, REGARDLESS OF WHETHER THESE PARTIES HAD ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. LISTEN INNOVATION, INC.'S AND ITS AFFILIATES', SUPPLIERS', AND THEIR RESPECTIVE OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', AGENTS', AND REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, THE SOFTWARE, THE CONTENT, THE SITE OR THESE TERMS OF USE, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED \$100. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS OF USE BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE FEES WE CHARGE, IF ANY, AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS OF USE. Some states do not allow the foregoing limitations of liability, so they may not apply to you. ANY AND ALL PORTIONS OF THIS DISCLAIMER SHALL AUTOMATICALLY APPLY TO ALL IMPROVEMENTS AND/OR AMENDMENTS AS THEY APPEAR ON THE SITE, SERVICES AND/OR THE SOFTWARE. If you are dissatisfied with the Site, Services and/or Software, or with any terms, conditions, rules, policies, guidelines or practices of using the Site, Services and/or Software, your sole remedy is to discontinue using the Site, Services and/or Software.

## **Indemnity**

You agree to indemnify and hold Listen Innovation or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of, resulting from or connected with the use, modification, misinterpretation, misuse, or reuse by you of the Site, the Software, the Services, or Content, including without limitation these Terms of Use.

## **Links**

We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us, with respect to such sites. LISTEN INNOVATION, INC. IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of the presence of such web links on the Site, Software or the Services.

## **Governing Law and Arbitration**

These Terms of Use are governed in all respects by the laws of the Commonwealth of Massachusetts, as such laws are applied to agreements entered into and to be performed entirely within Massachusetts between Massachusetts residents. Any controversy or claim arising out of or relating to these Terms of Use, the Services, the Software, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Massachusetts, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Massachusetts law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site, Software or the Services, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Massachusetts. Listen Innovation controls and operates this Site from its offices in Chestnut Hill, Massachusetts, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this Site, Software and Services from other locations you are responsible for compliance with applicable local laws. If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect.

## **Release**

In the event that you have a dispute with one or more users of the Site, Software or the Services, you release Listen Innovation and its stockholders, directors, officers, employees, agents, representatives, partners, and affiliates from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code - 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **Claims of Copyright Infringement**

Listen Innovation respects the intellectual property rights of others, and requires that the people who use the Site, Software and the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on the Site, Software or the Services in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; your name, address, telephone number, and e-mail address;
4. 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;
5. a statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright

owner's behalf.

If we receive such a claim, we reserve the right to refuse or delete Content as described under these Terms of Use and to terminate a user's account. Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act OF 1998 ("DMCA") is:

Listen Innovation Inc.  
132 Eliot St  
Chestnut Hill, MA 02467  
Attn: Copyright Infringement

After receiving a claim of infringement, we will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material. Upon receipt of a proper counter notification under the DMCA, we will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days. Unless our designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site, Software or the Services, we will replace the removed material and cease disabling access to it. You may provide us with a counter notification by providing our copyright agent the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of infringement.

## **Repeat Infringer Policy**

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Listen Innovation has adopted a policy of terminating, in appropriate circumstances and at Listen Innovation's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Listen Innovation may also at its sole discretion limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Copyright Complaints**

The Company respects the intellectual property of others. If you believe that any material on the Listenwise Website or any use of the Listenwise Website infringes upon any copyright that you own or control, please send us a notification of such infringement containing the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of where the material that you claim is infringing can be found on the Listenwise Website;

Your address, telephone number, and email address;

A statement that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you at the bottom of your notification exactly as follows: "I hereby declare, under penalty of perjury, that the above information is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner."

Send the notification to us as follows:

Listen Innovation Inc.

123 Eliot St.

Brookline, MA 02467

Phone: 67-855-8053

email: [info@listenwise.com](mailto:info@listenwise.com) (<mailto:info@listenwise.com>)

## General

Listen Innovation's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances. By using the Site, Software or the Services, you consent to receiving electronic communications from Listenwise website or Listen Innovation Inc. These communications will include notices about your account and information concerning or related to the Software or Services. You agree that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Listen Innovation is excused for any failure to perform to the extent that its performance is prevented by any reason outside of its control. In these Terms of Use, the word "including" shall be construed as if followed by the words "but not limited to." These Terms of Use, together with our Privacy Policy, comprise the entire agreement between you and Listen Innovation and supersede all prior agreements between the parties regarding the subject matter contained herein.

## Questions

Please direct any questions regarding these Terms of Use to: [info@listenwise.com](mailto:info@listenwise.com) (<mailto:info@listenwise.com>)

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## Privacy Policy

Last revised: 9/10/2018



(<https://studentprivacypledge.org>)



## Acceptance

Listen Innovation, Inc. (Listenwise) feels strongly about protecting your privacy and the privacy of a student. Listen Innovation WILL NOT sell, trade, or assign any unaggregated, personally-identifiable personal information that it collects to third parties outside of Listen Innovation. If you have any questions, concerns or comments regarding this privacy policy, you may contact us at the email and address posted at the end of this policy statement. We are committed to addressing your privacy or security questions or concerns.

This Policy applies to the Listenwise websites available at [www.listenwise.com](http://www.listenwise.com), and any of our other websites or applications that post this Policy (respectively the "Site" or "App") as well as all of our services made available through the Site or App (together with the Site and the App, the "Services").

## IMPORTANT NOTICE FOR SCHOOL USERS

If you are a user (or a parent of a student user) who was given access to the Services by the school you are affiliated with, this Privacy Policy does not govern how your school might collect, use, or disclose your student's information. Please consult with your school for more information about their privacy practices. In addition, your and your student's information may be shared with your school or school district. Your school may choose to share, and we may share at their request, your student's information with new administrators or teachers. We are not responsible for your school's collection, use, or disclosure of your personal information or information shared at your school's request. Please contact your school to better understand your school's privacy practices

### 1. Information Collected by Listenwise Website

We collect information about you and your students in a variety of ways, such as information that you and your student provide to us, information that your school provides to us, information collected automatically through technology, information collected through the use of cookies, unique identifiers and other tracking tools, and information collected through the use of third party analytics technologies. We may combine information we collect from you, your student's teacher or school, or third parties, as applicable, with information we collect from you or your student directly. Prior to creating class codes for distribution to students, we require teachers to accept Our Privacy Policy as an authorized school official providing Consent on behalf of minor students.

#### Information a Teacher Gives Us

We collect personal information you provide to us, which may include personal information of your students if you provide us with such information. By providing us with personal information about your students, you are representing to us that you have all necessary authority or consent to provide us with such information. For example, in connection with your use of the Services, you may provide us your name, country, postal code, email address, username, password, and other information, including demographic information and information about your classroom, your school, and your students. We also collect writing by teachers, including but not limited to assignment instructions and feedback that teachers provide to students using the Services.

#### Information a Student Gives Us

We collect any personal information a student directly provides to us through use of the Services, including a student's name, classroom affiliation, username, and password, and email address (optional). We also collect information about how a student interacts with the Services, including the

audio that a student plays, quiz-related information, responses a student writes to teacher-initiated assignments, how much time a student spends using the Services, and other performance related information. We may also collect information about a student provided by a school.

### **Information about You and Your Student that Your School Gives Us**

We collect personal information about you and/or your student that your school, school district and/or their administrators choose to provide to and share with us, directly and through third party service providers.

### **Information Collected in the “Free Teacher” Service**

If you are using the “Basic Free” or “Free” teacher Service of [www.listenwise.com](http://www.listenwise.com), no student accounts are available and teachers and students do not provide any personal information about students. If you share audio with a student so they can listen to a story on [listenwise.com](http://listenwise.com), then some data may be automatically collected about them using methods described in “Information Automatically Collected From You and Your Student”. [If you are using a free trial of Listenwise Premium, we do collect data about students if you enroll them in your classroom, as per the prior portions of this privacy policy.]

### **Information Automatically Collected from You and Your Student**

We and our third party service providers may automatically collect information about you and your student's computer or mobile device when you or your student visit our Site or access our App, including by using certain technologies that are further described below (collectively, "Tracking Tools"). Some of the information that may be collected when a user uses the Services, include, for example, computer or device operating system type, IP address, browser type, browser language, mobile device ID, device hardware type, the website or application visited or used before or after accessing our Services, the parts of the Services accessed, length of time spent on a page or using a feature, access times for a webpage or feature, and demographic information, such as gender and age range. These Tracking Tools help Listenwise learn more about our users, such as their demographics and internet behaviors, so that we can improve our Services.

By accessing or using the Services, whether as a registered user or otherwise, you acknowledge, understand, and hereby agree that you are giving us your consent to set and access Tracking Tools, including cookies, on your device and in the emails we send you, and to track your activities and your use of the Services through these Tracking Tools in accordance with this Privacy Policy. For clarity, our third party business partners do not have access to Tracking Tools set by Listen Innovation or on our Services except to the extent necessary to provide services to the Services.

The following are Tracking Tools used by Listen Innovation or its third party service providers in connection with the Services:

#### **Cookies**

We may automatically collect information using "cookies." Cookies are small data files stored on your hard drive by a website. Among other things, cookies help us make our Services and your experience better. For example, we use cookies to see which parts and features of our Services are popular, count visits to our Services and improve or tailor the Services to make them more relevant to our users. For more information on cookies, visit <http://www.allaboutcookies.org>.

#### **Unique Identifiers**

We may use unique identifiers to track individual usage behavior on our Services, such as length of time spent on a particular page and pages viewed during a particular log-in period. The unique identifiers collect information about a user's use of the Services on an individual basis. We use the information that we gather through unique identifiers to evaluate and improve the Services and its content, including, but not limited to, improving and evaluating the effectiveness of certain materials on our Services and the student and teacher experience while using the Services.

### **Web Beacons**

Web beacons, or clear GIFs or pixel tags, are small graphic image files that can be embedded in web pages or emails to collect information about a user's use of our Services or the correspondences that we send to them. The information collected by web beacons allows us to analyze how and how many people are using the Services or when users open our emails.

### **Analytics and Other Technologies**

We use other technologies and analytics services (including Google Analytics) to help analyze how users use the Services. These analytics use cookies, digital images called web beacons and other technological methods to collect and store information such as how often users visit the Services, what features they use, what pages they visit, what emails they open, and what other sites or applications they used prior to and after visiting the Services. We use the information we get from analytics services to improve our Site, App and Services. Please see the following links for more information about Google Analytics and to opt-out if you choose to:

<http://www.google.com/policies/privacy/partners/>

(<http://www.google.com/policies/privacy/partners/>) and

<https://tools.google.com/dlpage/gaoptout> (<https://tools.google.com/dlpage/gaoptout>).

### **Mobile Device Identifiers**

Mobile device identifiers are identifiers stored on your mobile device that may track your mobile device and data and activities occurring on or through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access controls) as well as non-personally identifiable information (such as usage and traffic data). As with other Tracking Tools, mobile device identifiers help Listen Innovation learn more about our users' demographics and internet behaviors and operate and improve the Services.

### **THIRD PARTY ACCOUNT CONNECTIONS**

If you or your student chooses to log on or otherwise associate the Services with another third party account (for example, a Google Account), we may receive information from that third party site to make it easier for you or your student to create an account on the Services and display relevant content. Any information that we collect from these third party accounts may depend on the privacy settings you or your student has with that third party, so please consult their privacy and data practices.

## **2. How Listenwise will use the information collected from you**

We use information collected through our Services, or disclosed by you on our Site or App in connection with our Services, for the purposes described in this Policy. For example, we may use your and your student's information to:

- operate, maintain, and improve our Site, App, and Services;

- understand your student's performance in relation to others, and to provide you and your student with insight into their performance;
- understand your and your student's preferences and to enhance your and your student's experience and enjoyment using our Site, App, and Services;
- respond to comments and questions and provide customer service;
- send you related information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- create advertisements shown to teachers and administrators that reflect the interests and capabilities of their students and communicate with teachers and administrators about promotions and other news about Services offered by us (Note: Listen Innovation never directs targeted advertising at Children. See: "Interest-Based or Online Behavioral Advertising," below.);
- protect, investigate, and deter against fraudulent, unauthorized, or illegal activity; provide and deliver products and services that you request

We will not use your personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher or school, or upon obtaining your consent.

## SHARING OF PERSONAL INFORMATION

We do not share your or your student's personal information except as follows:

- with your school or school district at their request;
- with third party service providers, consultants, and other service providers who perform services for us and need access to your or your student's information to do that work in a manner consistent with this Policy (for example, our web hosting provider, third party analytics service providers, and purchase processors);
- to comply with laws or to respond to lawful requests and legal process;
- to protect the rights and property of Listen Innovation, our agents, users, and others including to enforce our agreements, policies, and terms of use;
- in an emergency to protect the personal safety of our users or any person;
- in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets to another company, in which case the company receiving the personal information would be obligated to follow this Policy.

Additionally, we may share your or your student's personal information with new teachers who use the Services in their classrooms when you or your student, as applicable, enroll in such teachers' classes, and we may share teacher personal information with other teachers within a school using the Services.

We may create and use anonymized and/or aggregated data for our own purposes by excluding information (such as your or your student's name) that makes the data personally identifiable to you or your student. The purposes for which we may create and use anonymized and/or aggregated data include but are not limited to, conducting analysis and generating statistics regarding the use of our Site, App, and/or Services.

We will not share your or your student's personal information in any way other than in connection with providing the Services, as described in this Policy, as directed by a teacher, parent/legal guardian or school, or upon obtaining your consent.

We require our third party service providers not to use your or your student's personal information other than to provide the services that we have requested.

**We will not disclose your or your student's personal information to any third party for that third party's own marketing purposes. Additionally, we will not knowingly use or disclose student information (whether personal information or otherwise) for behavioral targeting of advertisements to such students. We do not sell student personal information. For clarity, we may make recommendations within or through the Services of features, tools, and content on the Services to students based on their demographic information or activities on our Services.** For example, we may suggest a story to a student based on the student having listened to a similar story in the past, or based on the student's grade level.

#### **4. Opting-out of providing the information we request**

Because the Listenwise Programs are individualized and customized for each student, all the information we request from you and students are required for you and a student to participate in the Programs, with the exception of certain information to be used for our marketing purposes to you only. At any time, you may revoke your consent to allowing a student to participate in the Listenwise Programs or refuse to allow Listen Innovation to further use or collect a student's personal information. Any ANONYMOUS performance data will be retained, but we will no longer use any identifiable information regarding you or a student that you have provided. However, if you do any of the foregoing, you and a student will not be able to participate in the Programs.

#### **5. Reviewing and changing your information**

You may review and modify your Registration Information at any time by accessing our website using your password, or sending us a support mail with a request to change it.

#### **6. Consent**

In order to use the Programs, you and/or your student(s) are asked to submit certain personal information about yourselves and to authorize Listen Innovation to use that information in a limited number of ways. We ask you and/or the student to ensure that the Parent/Educator has reviewed and submitted a Consent as part of the registration process, which will require you to consent to our collection and use of information directly from a student over the Internet as described above. Prior to creating class codes for distribution to students or importing student rosters, we require teachers to accept Our Privacy Policy as an authorized school official on behalf of minor students.

#### **7. Password Protection**

You and your students will set a password each to access the Programs through our website, and this password will be used to allow you and the students to use the Programs. The passwords should be kept confidential. Your password will also allow you to review and change the information we collect about you and students.

#### **8. Protecting your information**

No data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk. Listen Innovation has multiple security measures in place to protect the loss, misuse or alteration of information under our control.

## 9. Your information and third parties

Except as provided in this Privacy Policy, Listen Innovation WILL NOT disclose the information that it obtains from you to third parties without your express written permission, or where we believe, in good faith, that the law requires us to disclose the information. Listen Innovation WILL NOT sell, trade, or assign any unaggregated personal information that it collects to third parties outside of Listen Innovation. We, however, may aggregate the information that we collect from users of our website to create demographic profiles and performance profiles regarding the progress of students who use the Programs. Listen Innovation may share aggregated information with marketing professionals, or potential investors. This aggregated information will be compiled and reported in the form of ANONYMOUS group statistics only. Notwithstanding anything to the contrary, as Listen Innovation continues to develop its business, it might sell some or all of its assets. In such transactions, customer information is generally one of the transferred business assets. An acquiring company would be required to protect all information that Listen Innovation collects from users of our website and Programs in accordance with the terms of this Privacy Policy.

## 10. Unsolicited third-party promotional emails

Listen Innovation will not send you unsolicited third-party promotional emails.

## 11. General Data Protection Regulation (Residents of the European Union)

Residents of the European Union have the following rights with respect to your personal data:

- To request a copy of your personal data which Listen Innovation holds;
- To request that Listen Innovation provide you access to and/or correct personal data that is inaccurate or out of date;
- To request erasure of your personal data where it is no longer necessary for Listen Innovation to retain it;

You may exercise these rights by contacting Listen Innovation at [privacy@listenwise.com](mailto:privacy@listenwise.com), providing the email address you used to register with Listenwise, and stating your specific request in writing. Listen Innovation reserves the right to verify your identity and confirm your right to the information. The following options are also available:

- To withdraw consent to marketing emails or email newsletters, click the "unsubscribe" link on the email. You may also change your newsletter preferences by signing into your account or by contacting us. However, even if you opt out of receiving such communications, we retain the right to send you non-marketing communications (such as information about changes to our Terms of Use or this Notice).
- To correct or update your registration information, you may sign in to your account or contact us using the information below.
- To prevent your data from being used by Google Analytics, click here for the Google Universal Analytics opt-out browser add-on: <https://tools.google.com/dlpage/gaoptout> (<https://tools.google.com/dlpage/gaoptout>). To learn more about how Google uses data, visit [www.google.com/policies/privacy/partners/](https://www.google.com/policies/privacy/partners/) (<https://www.google.com/policies/privacy/partners/>).

Please note that this Program is hosted in North America. By providing your personal data you consent to the use of your personal data for the uses identified above in accordance with this Privacy Policy; and the transfer of your personal data to the United States/Canada as indicated above.

## 12. Children's Online Privacy Protection Act

Congress has enacted a law called the Children's Online Privacy Protection Act of 1998 (COPPA) which is designed to protect children's privacy during use of the Internet. Listen Innovation has implemented practices consistent with the guidelines provided by the Federal Trade Commission to date. Listen Innovation will never knowingly request personally identifiable information or private content from anyone under the age of 13 without parental or educator consent. LISTEN INNOVATION DOES NOT SHARE CHILDRENS PERSONALLY IDENTIFIABLE INFORMATION WITH THIRD PARTIES. If you are a parent, legal guardian, or educator of a user under 13 you may, at any time, revoke your consent to allow a student to use the Programs under your subscription, refuse to allow Listen Innovation to further use or collect a student's personal information, or direct Listen Innovation to delete all identifiable information regarding a student that you have provided. To do so, please contact us at the contact information below. However, if you do any of the foregoing, a student will not be able to use the Programs. If you would like more information about COPPA, please go to <http://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>. (<http://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>)

## 13. The Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Listen Innovation is fully compliant with FERPA. Specifically:

1. Any sensitive online information is transmitted over secure channels.
2. All student data are stored in ways that are not publicly accessible.
3. Security audits are regularly performed to ensure data integrity.

Listen Innovation does not share student information with any third parties. If a school requests that student data should be sent to a third party, with parental consent, Listen Innovation would send the data to the school and never directly to the third party. If you would like more information about FERPA, please go to <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html> (<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>).

## 14. Amendments

Listen Innovation may amend this Privacy Policy from time to time. We will notify you by email regarding any material changes to our privacy and security practices. Please review all revisions to the Privacy Policy. You may be asked to reconfirm your consent to the Policy in order to continue use of our website(s) and the Programs after the date Listen Innovation has updated such policies.

## 15. Contact Us

Contact:  
The Privacy Officer  
Listen Innovation Inc.  
132 Eliot St

Brookline, MA 02467

Or email us at: **privacy@listenwise.com** (<mailto:privacy@listenwise.com>)



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[Current Events \(/current\\_events\)](/current_events)

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[Press \(/press\)](/press)

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## **RESOURCE LIBRARY**

[Case Studies \(/research\)](/research)

[Webinars \(https://support.listenwise.com/webinars/\)](https://support.listenwise.com/webinars/)

[Support Center \(https://support.listenwise.com\)](https://support.listenwise.com)

[Listen Wise Book \(/book\)](/book)



## WAYS TO FOLLOW

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