



Nearpod® Privacy Policy

This privacy policy (the “Privacy Policy”) applies to the Nearpod website, or any of the Nearpod mobile applications (collectively the “Nearpod Materials”), owned and operated by “Nearpod Inc.,” “Nearpod,” “we,” “us,” or “our”). Nearpod is a registered trademark of Nearpod Inc. We have created this Privacy Policy to tell you what information the Nearpod Materials collect, how we use that information, and who we will share that information with, if at all. Where our privacy practices for students differ from our practices compared to those of an Educator Nearpod User (defined below), we mention it separately. This Privacy Policy does not address the privacy practices of any third parties that we do not own, control, or are affiliated with, even if the Nearpod Materials provide links to those third parties (e.g. [Youtube](#)¹). Capitalized terms not defined in this Privacy Policy will have the meaning set forth in our [Terms and Conditions](#). By visiting and/or using the Nearpod Materials, you are agreeing to the terms of this Privacy Policy and the accompanying [Terms and Conditions](#). If you do not agree or do not have the authority to agree to these terms, then you may not access the Nearpod Materials. We encourage you to read the Privacy Policy, and to use the information it contains to help you make informed decisions.

Nearpod takes privacy seriously. Nearpod is a proud signatory of the [Student Privacy Pledge](#).

There are two types of users in the platform: Educator Nearpod Users (which can be either teachers or administrators at licensed educational institutions) and Student Nearpod Users. In this Privacy Policy, “you” refers to an **Educator Nearpod User** (defined below) of the Nearpod Materials. An Educator Nearpod User is a single, named, person of legal age who can enter into a contract in the state or country in which the Nearpod User resides and in no case, are under the age of 16, and who is not a student. By purchasing a subscription to, registering for, or using the Nearpod Materials, you represent and warrant that (i) you are an Adult (according to the rules of the country where you are located), and (ii) that you will be responsible for ensuring that any child or student authorized by you to use and access the Nearpod Materials does so in accordance with these Terms. For the purposes of further clarification, it is assumed in these Terms that “you” refers to an educator since Nearpod does not require, nor have options for, student or parent accounts. If you are a holder of a **Nearpod Enterprise Edition** account, for commercial purposes, then these Terms, to the extent applicable, apply to you too. **Student Nearpod Users** do not make or have accounts. Rather, they participate in the participant portion of the Nearpod Services by entering a code provided by the Educator Nearpod User and accessing the lesson materials via www.nearpod.com/student.

¹ In addition to our normal procedures for requesting deletion of data, as explained below in Section 9, You can revoke your permissions to Youtube via Google’s security settings page found [here](#).

Furthermore, if you are an educator, regardless of teaching at a private or public institution, you represent and warrant to us that you are (i) authorized to agree to this Privacy Policy on behalf of your organization and (ii) provide consent on behalf of your students to use and access the Nearpod Materials. Additionally, as an educator, you represent and warrant that Nearpod shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the educator.

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1. What type of information do we collect?

The type of information Nearpod collects depends on whether you're accessing the Nearpod Materials by visiting our website, have an account, or are accessing the Nearpod Materials as a student.

- a. *Website Visitors.* For individuals who visit the Nearpod website but do not fill out an online form, contact us, or create (or have previously created) an account, we may automatically collect IP address and a device identifier and non personally-identifiable information. For example, we may receive information from your device when you use Nearpod, including, but not limited to: the duration of time you spend on Nearpod, the type of device you're using, the version of the Nearpod application on mobile devices, device event information like crashes, hardware settings, date and time information, and actions performed by you while visiting our website or application. Our website uses cookie technology (e.g. [Google Analytics](#)²);

² You can review Google's Privacy Policy [here](#); and update or revoke your Google Permissions [here](#).

however, we do not collect any kind of personally identifiable information through the use of cookie technology or IP numbers that track the audience.

- i. **STUDENT LESSON JOIN:** To avoid the use of cookies or similar technologies for our Student Nearpod Users, students should access the Nearpod materials through the following landing page: www.nearpod.com/student.
- b. *Account Holders & those who voluntarily provide information to Nearpod.* If you voluntarily provide additional information to us by registering for an account, filling out an online form found on our website, or voluntarily providing us your information at a conference, we may collect additional information from you. For example, in addition to the items in the previous section you may be asked to provide some basic information such as your first and last name, email address, school, grade level, password, role, and a profile photo. In addition, for paid accounts, we retain the first and last name and the last four digits of the credit card used. In HTML emails that we may send you, we may use technical methods for a number of purposes, including determining whether you have opened or forwarded those emails and/or clicked on any links in those e-mails. These technical methods may enable us to collect and use information in a form that is personally identifiable.
- c. *Students.* We provide our services to teachers and educators only; therefore, we do not have student accounts. There is a participation portion of our Nearpod Materials wherein teachers and educators can share a five-digit alphanumeric code with their students to “join” a lesson. To avoid the use of cookies or similar technologies for our Student Nearpod Users, students should access the Nearpod materials through the following landing page: www.nearpod.com/student. Only educators, schools, or districts that have created licenses, have the authority to provide consent on behalf of their students, and actually consent to the use of the Nearpod Materials on behalf of their students, may provide a code to their students. For identification to the teacher, we recommend students enter a first name and last initial, or a nickname, when accessing a Nearpod presentation. Moreover, some lessons will also have an interactive feature that allows students to voice record themselves (e.g. our world languages offerings or English Learner lessons) or, depending on the device used, allows them to take photos of themselves to be uploaded onto the platform³; which can subsequently only be viewed by their teacher and the other students who were given access by the Educator Nearpod User, and who joined that lesson. Any and all of the above-referenced information that

³ Note: Educators have the ability to accept or reject the suggested student-generated post, prior to it appearing on the Nearpod platform. If an educator does not want a student to submit a photo of themselves they can prevent this from happening.

may be collected from students will be kept private and will not be shared with any third party. Otherwise, Nearpod does not knowingly collect personally identifiable information from students under the age of 16. If you are a parent or guardian or teacher and believe that your child or student has provided Nearpod with personally identifiable information by creating an account, you should notify us at privacy@nearpod.com so that we may immediately delete the information from our servers.

- d. For additional information on how we collect and use your information, please visit our [Privacy FAQ](#).

2. Privacy Shield Privacy Practices and the GDPR

- a. Nearpod complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce and the provisions of the European General Data Protection Regulation (“GDPR”) regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. If there is any conflict between the terms of this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. Nearpod has certified to the Department of Commerce that it adheres to these Privacy Shield Privacy Principles. To learn more about the Privacy Shield program, and to view Nearpod’s certification, visit www.privacyshield.gov. With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Nearpod is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. For purposes of Article 14(2) of the GDPR, Nearpod relies on the following lawful basis for processing Personal Data: consent, compliance with law and legitimate interest.

Nearpod and the Nearpod Materials comply with, and are designed to allow responsible parties to comply with applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).

3. California Consumer Privacy Act (CCPA):

- a. *Your Rights.* California residents have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other California and Federal privacy and data protection laws, as applicable, to exercise free of charge:

i. *Disclosure of Personal Information We Collect About You.* You have the right to know:

1. The categories of personal information we have collected about you; This information can be found in 3(b)(i) below.
2. The categories of sources from which the personal information is collected; This information can be found in Section 3(b)(i) below.
3. Our business or commercial purpose for collecting or selling personal information; This information can be found in 3(b)(iii) below.
4. The categories of third parties with whom we share personal information; This information can be found in 3(b)(iv) below.
5. Please note that we are not required to:
 - a. Retain any personal information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained;
 - b. Reidentify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered personal information; or
 - c. Provide the personal information to you more than twice in a 12-month period.

ii. *Disclosure of Personal Information Sold or Used for a Business Purpose.* **We do not sell your personal information.**

iii. *Right to Deletion.* Subject to certain exceptions set out below, we will:

1. Delete your personal information from our records; and
 - a. Direct any service providers to delete your personal information from their records. Please note that in order to request deletion of your personal information, you must make your request from the email associated with your Nearpod account.
 - b. Please note that we may not delete your personal information if it is necessary to:

- i. Complete the transaction for which the personal information was collected, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
 - ii. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
 - iii. Debug to identify and repair errors that impair existing intended functionality;
 - iv. Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
 - v. Comply with the California Electronic Communications Privacy Act;
 - vi. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
 - vii. Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
 - viii. Comply with an existing legal obligation; or
 - ix. Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.
- iv. *Protection Against Discrimination.* You have the right to not be discriminated against by us because you exercised any of your rights under the CCPA. Nearpod does not differentiate how we treat our users whether they exercise their rights under the CCPA. This means we do not, among other things:

1. Deny goods or services to you;

2. Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
3. Provide a different level or quality of goods or services to you; or
4. Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

b. Disclosure of Personal Information Collected

- i. *Information We Collect About You.* We may collect and use the following personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household:

Categories of Personal Information	Specific Types of Personal Information Collected
Identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • First and Last Name, Email Address, IP Address <p>For Student Nearpod Users:</p> <ul style="list-style-type: none"> • First name and first initial of last name OR Nickname, IP Address
Information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • First and Last Name, District of employment and School assignment, title/position (e.g. admin or teacher); • [If you are the account administrator]: Address where to send Invoices, Telephone number; and • [If using a paid account]: to the extent applicable, the name and last four digits of the credit/debit card used to pay for the services. <p>For Student Nearpod Users:</p>

information, medical information, or health insurance information	<ul style="list-style-type: none"> • First name and first initial of last name
Commercial information (e.g., records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies)	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • Prior Nearpod Materials purchases and/or prior Flocabulary purchases <p>For Student Nearpod Users:</p> <ul style="list-style-type: none"> • N/A
Internet or other electronic network activity information (e.g., browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement)	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • Click-stream data, IP address <p>For Student Nearpod Users:</p> <ul style="list-style-type: none"> • User-generated content
Audio, electronic, visual, thermal, olfactory, or similar information	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • To the extent the feature is used, voice recording. <p>For Student Nearpod Users:</p> <ul style="list-style-type: none"> • To the extent enabled by the Educator Nearpod User: student voice recording.
Professional or employment-related information	<p>For Educator Nearpod Users:</p> <ul style="list-style-type: none"> • District of employment and School assignment, title/position (e.g. admin or teacher). <p>For Student Nearpod Users:</p> <ul style="list-style-type: none"> • N/A

ii. *How Your Personal Information is Collected.* We collect most of this personal information directly from you in person, by telephone or email and/or via our website and apps. However, we may also collect information:

1. from publicly accessible sources (e.g., school websites);
2. from a third party with your consent (e.g., your bank);

3. from cookies on our website; and
4. via our IT systems, including: communications systems, email and instant messaging systems.

iii. *Why We Use Your Personal Information.* We use your personal information for the following reasons:

1. Providing access and services of the Nearpod Materials;
2. Auditing related to a current interaction with the consumer and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards;
3. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity;
4. Debugging to identify and repair errors that impair existing intended functionality;
5. Short-term, transient use, provided the personal information that is not disclosed to another third party and is not used to build a profile about a consumer or otherwise alter an individual consumer's experience outside the current interaction, including, but not limited to, the contextual customization of ads shown as part of the same interaction;
6. Performing services on behalf of the business or service provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider;
7. Undertaking internal research for technological development and demonstration; and
8. Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business.

iv. *Who We Share Your Personal Information With.* We routinely share personal information with:

1. our affiliates, including companies within the Nearpod group;
2. service providers we use to help deliver our services to you, such as payment service providers, warehouses and delivery companies;
3. other third parties we use to help us run our business, such as customer relationship managers or website hosts;
4. third parties approved by you, including social media sites you choose to link your account to or third-party payment providers;
5. credit reporting agencies;
6. our insurers and brokers; and
7. our banks.

c. *How to Exercise Your Rights.* If you would like to exercise any of your rights as described in this Privacy Policy, please email us at privacy@nearpod.com. Please note that you may only make a data access or data portability disclosure request twice within a 12-month period.

d. **Please note, Nearpod does not sell, lease, or rent your data to any third-party.**

4. Does Nearpod share information with third parties?

a. *Non-Student Website Visitors, Account Holders & those Adults who voluntarily provide information to Nearpod.*

- i. Nearpod shares the non-personally identifiable information it collects with approved third-party data sub-processors to improve our offerings and to provide you with the best possible experience on Nearpod. We may share the IP address that we automatically collect with various third parties to make your experience better. A list of these sub-processors will be provided upon request to privacy@nearpod.com.
- ii. Nearpod will not use any personally identifiable information to advertise or market third party services to its users, and does not sell or rent such information.
- iii. We may also share your personally identifiable information with law enforcement officials, or other third-parties, when we are compelled to do so by a subpoena, court order, or similar legal procedure.
- iv. In addition, we may share personally identifiable information if we believe in good faith that the disclosure of such information is

necessary to prevent physical harm or financial loss, to report suspected illegal activity, to investigate violations of our [Terms and Conditions](#) or to the extent necessary to meet national security requirements.

- v. If there is a separate agreement in place with a school or district customer, and the terms of that agreement require notice to them of the governmental request for information, such notice will be given (so long as legally permitted to do so). If there is no separate agreement, then no notice will be given to the affected user. This will not include any student PII except for those listed in the [Privacy FAQ](#).
- vi. If we sell or otherwise transfer part or all of our business or assets to another organization, such as in the course of an acquisition, merger, bankruptcy, or liquidation, we may transfer your personally identifiable information. In such an event, we will endeavor to require the buyer or transferee to agree to our commitments provided in this Privacy Policy. Notice of such transfer may be provided in accordance with our [Terms and Conditions](#) or via a public press release. This notice may be given either before or after the transfer occurred, in our sole discretion.
- vii. Should user information be transferred to a third-party, said user may request the third-party to delete the information, if prior notice was not provided to the user.
- viii. Nearpod shall ensure that a contract is in place between it and any third party entity or agent that participates in an onward transfer of personally identifiable information. The contracts specify that such personally identifiable information may only be processed for limited and specified purposes consistent with the consent provided by the individual, applicable laws, and that the recipient will provide the same level of protection as stated in the Principles' agreement. Nearpod remains liable for the acts and omissions of its third party agents.

b. *Students.*

- i. Nearpod does not share student personally identifiable information nor share student information as "Directory Information" under FERPA.
- ii. Marketing tools such as cookies and/or analytics are not present in the student facing, participation portion of the platform.
- iii. Furthermore, to avoid the use of cookies or similar technologies for our Student Nearpod Users at all, students should access the Nearpod materials through the following landing page:

www.nearpod.com/student instead of the main Nearpod landing page.

5. How does Nearpod protect information you provide to us?

- a. We have implemented and maintain information technology security measures designed to protect personally identifiable information from unauthorized disclosure to or access by a third-party. Your account and associated information is protected by a password, which you should keep secret at all times. We encrypt password information stored in our databases. Additionally, all interactions with Nearpod's Application are encrypted in transit with TLS 1.2 grade encryption or better. Although we make concerted efforts to protect personally identifiable information and maintain security, it is not 100% guaranteed.
- b. Outages, attacks, unauthorized use, or other factors may compromise the security of user information at any time. In the event of a security breach, we will notify you by posting on the Nearpod website and notifying you by email using the email address on your account. For EU residents, notification to the Nearpod Supervisory Authority shall be made within 72 hours of Nearpod becoming aware of such breach.
- c. In addition, Nearpod uses personal information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the individual. Nearpod takes reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete, and current.
- d. For teachers and other administrative educators only (i.e. not for students), Nearpod and Nearpod Materials may offer conversation pages, chat rooms, social community environments, profile pages, as well as other interactive features in which you may provide us with your submissions. If you provide personally identifiable information when you use any of these features, that personal information shall be posted on the Nearpod Materials. You are responsible for your communications, and are responsible for the consequences of their posting. Further, during the registration process, Nearpod will ask you to create a "username" to be used to access your account and Nearpod features, and Nearpod Materials. Should you choose to post to the Nearpod Materials, make comments, give feedback, or provide us with other types of submissions ("collectively, "Submissions"), Nearpod may use your username to identify or credit you as the source of such Submissions.
- e. If you choose to delete your Nearpod account, the information associated with your account will be deleted. Please contact privacy@nearpod.com to

delete your account. We will respond to all requests promptly but no later than 14 days.

6. Data Ownership

- a. The Nearpod account owner is the owner of any data, including student Content, submitted through the Nearpod Materials. Nearpod retains a perpetual, irrevocable, worldwide, sublicensable and transferable right to use, publish, display, modify, and copy anonymized Content for the purpose of providing the Nearpod Materials and services to you. For the avoidance of doubt, such anonymized Content shall not include any personally identifiable information.

7. Newsletters

- a. Nearpod may offer email newsletters to the user in charge of implementing Nearpod. By registering for Nearpod, you may receive occasional emails about your account or about updates to the platform. You may unsubscribe from these emails at any time by contacting privacy@nearpod.com. We will respond to all requests promptly but no later than 14 days.

8. Accounts provided to you as part of a School or District License.

- a. If your Nearpod account was provided to you by your school or district, then your account may be managed by a school or district administrator who may have access to all of your Nearpod account information including – but not limited to – all your presentations and reports. In addition, your school or district administrator may be able to:
 - i. Change your password.
 - ii. Suspend or terminate access to your account.
 - iii. View statistics regarding the use of your account.
 - iv. Access, delete, or copy your presentations and reports and any other information stored as part of your account.

9. How you can access, change, or delete personally identifiable information?

- a. *Deletion of data.* Nearpod will store the information you provide to us for so long as you have an account with Nearpod or when you inform us in writing that the data are no longer necessary to complete the purpose for

which it was collected, whichever is later. You can contact us to access, change, or remove any personally identifiable information that we have collected from you by sending an e-mail to privacy@nearpod.com. Please include your username and e-mail address so that we can better assist you with your inquiry or request. Please be advised that: (i) requesting the removal of, or not providing personally identifiable information may result in the termination, removal, or blocking of your account, registration, or access to the Nearpod Materials; and (ii) changing personally identifiable information may affect your use of the Nearpod Materials including the correctness of any results. Once you request a change or removal of your personally identifiable information or your account, we can give you no assurances that such information or account may be retrieved or reopened in the future. We will respond to all requests promptly but no later than 14 days.

- b. *Schools and District deletion of data.* For school and district users, if a school or district account ceases to exist, the individual teacher accounts will be disassociated with the master account and downgraded to a Nearpod Silver account. Any lessons stored in the user's "My Library" will be deleted if they take up more than the allocated storage space provided to Silver users. Additionally, all student reports associated with lessons will be deleted. Additionally, school or district admins have the ability to impersonate an individual teacher account under their master account and are able to download the reports if the teacher user is no longer a member of the school or district.
- c. *How to access your data.* Teacher-users (or admins for the associated accounts) can access their data by either (i) sending an email to privacy@nearpod.com; or (ii) logging into their Nearpod account and downloading the reports from each lessons launched as a PDF or CSV file. Once downloaded, these reports can be saved on a local drive or cloud hosted drive.

10. How do we enforce this Policy?

- a. Nearpod conducts self-assessed compliance audits of its relevant privacy practices to verify adherence to this Policy. Any employee that Nearpod determines is in violation of this policy will be subject to disciplinary action. In compliance with the Privacy Shield Principles and GDPR, Nearpod commits to resolve complaints about our collection or use of your personal information. EU and UK residents with inquiries or complaints regarding our Privacy Shield policy should first contact Nearpod at:

Chief Privacy Officer: Felipe Sommer
1855 Griffin Road, A-290,
Dania Beach, FL 33004
privacy@nearpod.com

- b. If an issue cannot be resolved by Nearpod's internal dispute resolution mechanism, Nearpod has chosen JAMS to be its independent recourse mechanism for Privacy Shield. Nearpod agrees to be bound by any decision of JAMS. Individuals may contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield> to address complaints. More information about JAMS is available at <https://www.jamsadr.com>. Further, if Nearpod does not resolve the complaint, you may submit the matter to binding arbitration to a single arbitrator of the Privacy Shield Panel. The remedies from this arbitration are limited to individual-specific, non-monetary equitable relief (such as access, correction, deletion, or return of the individual's data in question) necessary to remedy the violation of the Principles only with respect to the individual.
- c. In addition, you may contact our European Data Supervisory Authority: Ireland Data Protection Commissioner; Canal House, Station Road, Portarlington. R32 AP23. www.dataprotection.ie

11. Will there be changes to our Privacy Policy?

- a. We expect to amend our Privacy Policy from time to time as we change the registration procedure, possibly introduce or alter our offerings, change levels of user participation, change the type of data we collect, how we may use the data we collect, or release new features. We will notify you of any updates by posting on Nearpod an updated policy or updating our [Privacy FAQ](#). Changes will be effective: (i) ten (10) days after Nearpod provides notice of the changes, whether such notice is posted to Nearpod, is sent to the email address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the changes or a version of this Privacy Policy incorporating the changes, whichever comes first.
- b. Nearpod retains the right in its sole discretion to remove or delete, temporarily or permanently, any and all information, including personally-identifiable and non-personally identifiable profile and registration information, Submissions, and any other information collected from or provided by you during and after installing Nearpod. Please note that, at all times, you should update your personal information to provide us with current email addresses.

12. How to Contact Us?

- a. You can contact us with any questions by sending an email to privacy@nearpod.com or at the following address:

Chief Privacy Officer: Felipe Sommer
1855 Griffin Road, A-290,
Dania Beach, FL 33004

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

Effective Date: November 15, 2019

Update: Footnote 1 was added on August 6, 2020 to add more information regarding options to revoke permissions to Youtube.