

WORK SAMPLING ONLINE / OUNCE ONLINE

PRIVACY POLICY

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Pearson is serious about protecting your privacy. This Privacy Policy discloses how we collect, protect, use, and share information gathered on the website(s) for Work Sampling Online and Ounce Online (the "Site"). The Site is brought to you by NCS Pearson, inc., through its Clinical Assessment business ("Pearson"). Please read this Privacy Policy carefully before using this Site. By accessing and using the Site:

1. You agree that the terms of our Privacy Policy are acceptable to you;
2. You acknowledge that you do not expect Pearson to take any measures to safeguard personal information other than as set forth in this Privacy Policy; and
3. You agree not do anything to violate the terms of this Privacy Policy.

Your use of this Site is also subject to the applicable License Agreement and Pearson's Terms and Conditions of Sale and Use located at <http://psychcorp.pearsonassessments.com/pai/ca/legal/terms.htm>. This Privacy Policy, the applicable License Agreement, and Pearson's Terms and Conditions of Sale and Use may be revised from time to time through an updated posting. You should, therefore, check this Privacy Policy, the applicable License Agreement, and the Terms and Conditions of Sale and Use periodically. Revisions are effective upon posting and your continued use of this Site following the posting of such revisions will indicate your acceptance of such revisions. If you have any questions concerning this Privacy Policy, please contact us at (800) 627-7271 or email us at clinicalcustomersupport@Pearson.com

Information Collection

We collect a limited amount of personal information from teachers, administrators, parents and non-registered users ("Users") about themselves and their students in order to be able to provide the services through the Site in connection with Work Sampling Online and Ounce Online. This Site is only intended for use by parents or guardians and teachers, schools and/or school districts (collectively, "Schools"), and is not intended for use by the student. We limit the collection, use and disclosure of personal information in accordance with this Privacy Policy. **In no event do we ask children or students for any personal information directly either online or offline.**

- **Administrators**

Each Work Sampling Online and Ounce Online licensee using the Site must designate at least one License Manager, whose name is provided to the Site. The License Manager also provides us with the necessary contact information for the administrator. The License Manager will be responsible for setting up all applicable districts and schools utilizing this License. License Managers are also responsible for creating additional administrator and teacher accounts. Once entered, each such User is assigned a user identification and password, enabling them to log

onto the Site and to enter or modify student Work Sampling Online and Ounce Online assessment data for students in their class(es). THE ENTRY OF ALL STUDENT PERSONAL DATA OR WORK SAMPLING ONLINE OR OUNCE ONLINE ASSESSMENT DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.

- **Teachers**

Teachers with Users IDs and passwords may log onto the Site. If a license/program/site administrator has not imported or otherwise entered the following information regarding the teacher's classes and students, teachers are asked to manually enter their students' information. To create a record for a student, you need to supply us with the student's name, birth date, and gender (this information is used to personalize the content of the Site). In addition, if you are registering as a teacher or a school, you also have the option of supplying us with the following information: the student's first language, ethnicity and class level, as well as telling us whether the student participates in an Individualized Education Program (IEP), or any other customized demographics that your school or district asks to collect. Such optional information would be used solely to create aggregated non-personalized outcome group progress reports that may be desired by a school administrator or a school district. You may at any time remove from the Site any child record that you create. If you do so, all assessments, recommendations, portfolio entries, and other personal information associated with such records will simultaneously be removed. Users are responsible to maintain the confidentiality of their password and user identification and therefore this information should not be disclosed to any third party.

- **Guest**

As a guest, you may take a tour of the Site, as well as read information on the different applications available on the Site. This requires neither registration nor log in, and we do not ask for any personal information from guests.

- **Students**

Except for collecting the student information from a school official or teacher for purposes of correlating Work Sampling Online and Ounce Online assessment data to such student, the Site does not request or collect any other personal information regarding students from the schools, administrators, teachers, students or parents. In no event do we ask children or students for any personal information directly either online or offline.

Testing Information

Developmental Checklists and other individual reports are inputted (or otherwise imported) by the teacher into the Site and are accessible only to teachers, administrators or other authorized school official. Personally identifiable assessment results or conclusions are not disclosed to any third party although we may share non-personally identifiable aggregate data.

Contact Information

If you contact Pearson or the Site, we may keep a record of your email, correspondence and comments. If you report a problem with the Site, we may collect such information in a file specific to you. If you contact us through the Contact Us page or by calling one of our customer service representatives, we may ask for your name and e-mail address in order to send you a reply. If other Users or third parties send us correspondence about your activities on the Site, we may keep the information in a file specific to you.

Information Use

Once a school or district has entered their students' name and assessment information into the Site, Users may use the Site to review available test results, print or create reports with such data, and otherwise track Work Sampling Online and Ounce Online assessment data. This Site uses the information collected to create and provide customized services for you, including customized content and reports.

Information Sharing or Disclosure

Except for the limited exceptions set forth below, we do not share or disclose the names of Users, students or other personally identifiable information with third parties. We may, however, disclose personally identifiable information:

- in response to subpoenas, court orders or legal process, to the extent permitted and as restricted by law;
- to protect student or User security, or the security of other persons, consistent with applicable laws; and/or
- in connection with the sale, joint venture, or other transfer of some or all the assets of Pearson.

Non-personally identifiable aggregated information may be disclosed to third parties.

Access or Changing Information

Users cannot change their unique user identification but they may change their password at any time. The teacher for a student or school administrator may add or modify a child's assessment data from the Site at any time.

Security

The Site uses industry-standard SSL-encryption to protect User information and uses a secure connection to our servers, which are protected by firewalls to prevent unauthorized break-ins. This Site is protected by the Verisign Security Certificate. The Administrative system, authentication system and the sensitive user information are encrypted using SSL encryption of HTTP data. UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET IS GUARANTEED COMPLETELY SECURE. GIVEN THE INHERENT OPERATION AND STRUCTURE OF THE INTERNET, CUSTOMER ACKNOWLEDGES THAT ALL TRANSMISSIONS ARE DONE AT ITS OWN RISK. User Information and access to Services is password protected for your privacy and protection. Schools are encouraged to protect all User information and passwords in a secure location. To protect User Information, teachers and administrators must remember to always logoff when exiting our Site and to NOT divulge User identification or passwords to anyone. This policy does not extend to anything that is inherent in the operation of the Internet, and therefore beyond

our control, and is not to be applied in any manner contrary to applicable laws or governmental regulations.

Site and Content Ownership

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Use of Cookies

The use of cookies is common in the Internet industry. Cookies are small text files that a website transfers to your computer's browser. Cookie technology tells the website non-personally identifiable information, but does identify your computer, browser and Internet specifications. This Site uses cookie technology to customize your session and retain your log-in information. Cookies are not stored beyond the duration of your current session on this Site. If you disable cookies, you will not be able to register or log in. Guests may disable cookies, but some functionality will be disabled.

IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. This Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the pages of this Site that users viewed during their visit and any search terms entered on the Site. Collection of IP addresses is generally for system administration purposes, to monitor the level of activity on the Site and for security reasons. Personally identifiable information may be linked to IP addresses to protect the security or integrity of the Site.

Links to Other Sites

This System may provide links to other websites or resources. Because we do not control such websites and resources, you acknowledge and agree that Pearson is not responsible or liable for the content, products or performance of such external websites and resources, and you hereby irrevocably waive any claim against Pearson with respect to such websites and resources. Pearson reserves the right to terminate any link at any time without notice. The inclusion of a link to another website or resource does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by Pearson of that website or resource, or any products or services provided therein. We recommend that you review any terms of use and privacy policy of a linked website before providing any information to that website or using its products and services. Domain names and trademarks of any linked website, and all content of such linked website, are the sole property of their respective owners.