

GREAT PARENTS ACADEMY (DBA GPA LEARN™) PRIVACY POLICY

PLEASE READ THIS PRIVACY POLICY CAREFULLY.

By accessing or otherwise using this website, <http://www.greatparentsacademy.com> or <http://www.gpalearn.com> (the “Website”), and using our ASP Services (the “Services; together with the Website, the “Site”) in accordance with our Terms of Use at <http://www.greatparentsacademy.com/index.php/termsfuse>, you agree to be bound contractually by this Privacy Policy.

Effective Date: January 28, 2014

MODIFICATION OF PRIVACY POLICY

We reserve the right to modify this Privacy Policy at any time, upon prior notice to you by email, and by thereafter posting amended terms on this Site. Your continued use after such notice indicates your acceptance of the amended Privacy Policy. You should check this Privacy Policy periodically for modifications by referencing the Effective Date posted above.

PRIVACY STATEMENT

Great Parents Academy, LLC, doing business as GPA LEARN™, a Georgia limited liability company, operates this Site. All references to “we”, “our,” “us,” and similar terms shall refer to Great Parents Academy, LLC. We regard the privacy and security of user information as a critical component of the Services that we offer to our users. The following information explains our information gathering and dissemination practices. We intend that this Site be used by adults and children expressly authorized to use this Site with the consent of such child’s parent or legal guardian. As discussed in greater detail in our Terms of Use, only adult parents or legal guardians (individually, a “Parent” and collectively, “Parents”) are authorized to set up accounts for their minor child or guardian (collectively, “Child” or “Children”) to access and use this Site.

INFORMATION WE COLLECT FROM YOU AND/OR YOUR CHILD

- **Registration Data.**
 - We reserve the right to require you to register to receive certain benefits, products or services and to provide certain registration data including your name, home address, telephone number, country, zip code or postal code (as appropriate), email address and user name (“Registration Data”).
 - We will not require a Child to disclose more information than is reasonably necessary to participate in our activities.
- **Personally Identifiable Information.**
 - Personally identifiable information is any information that concerns you individually or can be used to identify or contact you or your Child (“Personally Identifiable Information”).
 - For example, the Registration Data includes Personally Identifiable Information as does any other information you submit that identifies you or your Child individually. We will

not collect any Personally Identifiable Information from you or your Child unless you voluntarily submit such information to us.

- Personally Identifiable Information may also include a photograph, video or audio file where such file contains a Child's image or voice, as well as geolocation information that is sufficient to identify the street name and name of a city or town.
- Personally Identifiable Information may also include any persistent identifiers that can be used to recognize a user over time and across different websites or online services.
- Therefore, if you do not want us to obtain any Personally Identifiable Information about you or your Child, do not voluntarily submit such information to us. You do not have to provide us with any Personally Identifiable Information to visit or browse our Site.
- However, if you choose to withhold requested information, you or your Child will not be able to use our Site or access all features of our Site.
- If you become a registered user and make postings on the Site, we may collect information about your postings. This information may include, without limitation, areas of our Site on which you post, the content of your post, posts that responded to, and the individuals or entities with whom you communicate. Parents, Children and other authorized users have the ability to post on the Site and read other posts.
- Please use caution in disclosing any Personally Identifiable Information in these areas. Although we moderate public forums to keep their content appropriate for the forum's intended audience, we are not responsible for the information you or your Child submits in these open forums.
- You may also choose to communicate with us through email, via our Site, via telephone, in writing, or through any other means. We collect all information in these communications, and because such information may be Personally Identifiable Information, we will only use such information in accordance with this Privacy Policy.

HOW WE USE YOUR PERSONALLY IDENTIFIABLE INFORMATION

- We may use the Personally Identifiable Information collected through our Site primarily for such purposes as:
 - helping to establish and verify the identity of users;
 - improving the parent and child's experience within our Site;
 - opening, maintaining, administering and servicing users' accounts or memberships;
 - processing postings and sending related communications;
 - providing services and support to users;
 - improving our Site, including tailoring it to users' preferences;
 - responding to users' questions, inquiries, comments and instructions; and
 - maintaining the security and integrity of our systems and to prevent potentially prohibited or illegal activities and to enforce our Terms of Use.

- In general, we use the Personally Identifiable Information collected on our Site to help us understand who uses our Site and how it is used, to personalize your experience, to assist you in using our Site and to improve our Site.
- If you become a registered member of our Site, we may use your information to send you a welcoming email that may confirm your user name and password. If you decide to “opt-in” we may send you electronic newsletters, contact you about online products, related information and news items that may be of interest to you, and provide you with targeted feedback. If you decide you no longer want to receive these communications from us, we will provide you with an option to “opt-out” and change your preferences.

AUTOMATIC COLLECTION OF NON-PERSONALLY IDENTIFIABLE INFORMATION

- When you visit or browse our Site, or become a registered user of our Site, we may also collect information that by itself cannot be used to identify or contact you, such as demographic information (like age, profession or gender) (“Non-Personally Identifiable Information”).
- Non-Personally Identifiable Information may also include certain anonymous information about the type of browser you use, the server name and IP address through which you access the Internet (such as “aol.com” or “earthlink.net”), the date and time you access our Site, the pages you access while on our Site, and the Internet address of the website, if any, from which you linked directly to our Site.
- Non-Personally Identifiable Information is used to help us to understand the characteristics of people who visit our Site and to improve and market our Site in general.
- In the event that we link any Non-Personally Identifiable Information with Personally Identifiable Information, we will treat such information as Personally Identifiable Information and only use such information in accordance with this Privacy Policy.
- We also use the Non-Personally Identifiable Information collected automatically by our servers primarily to help us administer and improve our Site.

COOKIES; LOCAL SHARED OBJECTS; WEB BEACONS

- Cookies are pieces of information that a web site transfers to your computer’s hard disk for record-keeping purposes. Cookies in and of themselves do not personally identify users, although they do identify a user’s computer and help us identify which areas of our Site are your favorite.
- Most browsers are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of a web site if you do so.
- Local shared objects are similar to standard cookies except they can be larger and are downloaded to a computer by the Adobe Flash Media Player.
- Web beacons are very small images or small pieces of data embedded in images, also known as “GIFs” that can recognize cookies, the time and a date a page is viewed, a description of the page where the pixel tag is placed.
- We reserve the right to use cookies, local shared objects and/or web beacons to collect demographic and profile data for purposes of delivering content specific to your interests. Our third-party partners that display links and other promotional materials on our Site may also use

cookies, local shared objects and/or web beacons; however we do not have access to the information obtained from cookies issued from other sites.

IP ADDRESSES, REFERRERS AND SYSTEM INFORMATION

- IP Addresses.
 - IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of demographic and profile data known as “traffic data” so that data (such as the web pages you request) can be sent to you. We will not use your IP address to attempt to identify your Personally Identifiable Information.
- Referrers.
 - A Referrer is the information passed along by a web browser that references the Web URL you linked from, and is automatically collected by our web server as “traffic data”.
 - We reserve the right to use this information to identify broad demographic trends that may be used to provide information tailored to your interests. You will not be personally identified from this information.
- System Information.
 - System information that we collect as part of “traffic data” includes time, the type of web browser being used, the operating system/platform, and CPU speed. This information is sent automatically by your web browser when you are connected to a web site.
 - We reserve the right to use this information for purposes of identifying broad demographic trends and may be used to provide information appropriate for your computer system. You will not be personally identified from this information.

HOW WE SHARE YOUR INFORMATION

- We feel strongly that your Personally Identifiable Information should only be seen by you, unless you choose to share it with others. We will never sell, rent, license or share your Personally Identifiable Information with a third party without your permission, except as otherwise provided herein.
- No Personally Identifiable Information will be shared with advertisers or partners without your permission.
- Some of your information may be shared on an de-identified aggregated basis only, as a part of a larger set of statistics (for example, statistics that indicate the percentage of our members that are female), but that information will not be sufficient to permit the recipient to identify you.
- Notwithstanding the foregoing, we will only disclose Personally Identifiable Information without your permission in the following limited circumstances: (i) if we are required to do so by law, subpoena or court order, or (ii) if we have the good faith belief that such action is necessary to conform to applicable laws or comply with legal process served on us, or to protect and defend this site's rights or property or the rights or property of an account holder of this site.

- We may disclose Personally Identifiable Information about you to our affiliates. For the purpose of this Privacy Policy, “Affiliates” means any person or entity which directly or indirectly controls, is controlled by or is under common control with us, whether by ownership or otherwise. Any information relating to you that we provide to our Affiliates will be treated by those Affiliates in accordance with this Privacy Policy.
- We may provide to third parties information about you that does not allow you to be identified or contacted, including where such information is combined with similar information of other users of our Site. For instance, we may provide information to third parties regarding the number of unique users who visit our Site, the demographic breakdown of the registered users of our Site, or the activities that visitors to our Site engage in while on our Site.
 - The third parties to which we may provide this information may include potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties.
- We may employ independent contractors, vendors and suppliers (collectively, “Outside Contractors”) to provide specific services and products related to our Site and online products, including, without limitation, hosting services and maintaining our message boards or chat rooms and developing applications for our Site and e-mail services or processing payments.
 - These Outside Contractors may sometimes have limited access to information collected on our Site, including your Personally Identifiable Information, in the course of providing products or services to us. Access to your Personally Identifiable Information by these Outside Contractors is limited to the information reasonably necessary in order for the Outside Contractors to perform their limited function for us.
 - We also require that these Outside Contractors (i) protect the privacy of your Personally Identifiable Information in a manner consistent with this Privacy Policy, and (ii) not use or disclose your Personally Identifiable Information for any purpose other than providing us with the products or services for which we contracted.

OTHER WEB SITES, LINKS, AND ADVERTISERS

- This Site may contain links to other web sites. We reserve this right to have advertisers or other third parties on this Site who may also have links on this Site and may link to this Site.
- The privacy practices of advertisers or web sites linked to this Site are not covered by this privacy statement, and we are not responsible for the privacy practices or the content of such web sites.
- Additionally, if you make a purchase from a store or merchant listed on or linked to this Site, any information that you give, such as your credit card number and contact information, is provided to those merchants. These merchants have separate privacy and data collection practices, and we have no responsibility or liability for these independent policies. You should be careful to review any privacy policies posted on any of these sites before signing up with and using them.

SECURITY

- Information collected by this Site is stored in secure operating environments that are not available to the public. Our employees are required by us to maintain and uphold your privacy and security and are aware of our privacy and security policies. Unfortunately, no data

transmission over the Internet can be guaranteed 100% secure. Note that we do employ data security measures.

- As a result, while we strive to protect your Personally Identifiable Information, WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU DO SO AT YOUR OWN RISK.

NO LIABILITY FOR ACTS OF THIRD PARTIES

- Although we will use reasonable efforts to safeguard the confidentiality of your Personally Identifiable Information (including credit card information), transmissions made by means of the Internet cannot be made absolutely secure. We will have no liability for disclosure of information due to errors in transmission or unauthorized acts of third parties.
- In addition, we will release specific information about you to comply with any valid legal process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of security or a physical threat to you or others.
- Please note that if you give out Personally Identifiable Information online -- that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

TRANSFER OF YOUR INFORMATION

- As we continue to develop our activities, we might acquire or buy other entities or assets. In such transactions, customer information generally is one of the transferred assets. Also, in the event that we engage in any type of substantial business transaction, including, without limitation, a merger, consolidation, change of control or sale of all or substantially all of our assets, both Personally Identifiable Information and Non-Personally Identifiable Information of our users will be one of the transferred assets.

OUR COMMITMENT TO PROTECT CHILDREN'S PRIVACY

We strongly recommend and encourage Parents to supervise their Child's use of, and activities while accessing, the Internet. We recognize a special obligation to protect any Personally Identifiable Information obtained from children.

In compliance with COPPA (the Children's Online Privacy Protection Act), we have adopted the following policies to ensure that the Children that use and access our Site do so in the safest manner possible (**there are exceptions to these policies as noted below under the heading "Exceptions to Verifiable Parental Consent and Information Collected from Children"**):

- We will *not* knowingly collect, use, or distribute Personally Identifiable Information from Children under the age of 13 without prior verifiable consent from a Parent. For example, Personally Identifiable Information relating to a Child may be used to (a) improve the Parent and Child's experience within our Site; (b) provide access and identify users within our Site; and (c) help us to better understand the usage of, and engagement with, our Site.

- Non-Personally Identifiable Information from a Child (meaning, not the Child’s name or anything that could be used to identify the Child) may be shared with educators and other partners. Such Non-Personally Identifiable Information is used to provide trends to help us better understand usage of, and engagement with, our Site. Such trends (incorporating Non-Personally Identifiable Information) may be shared with educators and partners.
- Personally Identifiable Information we collect from Children under the age of 13 will be used solely by us or our Affiliates or Outside Contractors for internal purposes only and will NOT be sold or otherwise distributed to third parties.
- We will *not* knowingly ask a Child under the age of 13 to divulge more information than is needed to participate in any activity or service on our Site.
- We will *not* knowingly provide any direct link to websites that are unsuitable for Children.
- We will *not* knowingly post Personally Identifiable Information that is inadvertently included in a Child’s submission to a forum or other publicly-accessible area of our Site if we know that the Child is under the age of 13. Upon notice to us, these submissions will be deleted and handled anonymously thereafter.
- We will advise Children under the age of 13 that they MUST obtain permission from their Parent before sharing *any* Personally Identifiable Information (except to the extent the Parent has already consent to such disclosure pursuant to the Terms of Use and this Privacy Policy).
- A Parent has the option to agree to the collection and use of the Child’s Personally Identifiable Information without consenting to the disclosure of the information to third parties.
- A Parent is entitled to review his or her Child’s Personally Identifiable Information, and may request that it be deleted and refuse to allow any further collection or use of his or her Child’s Personally Identifiable Information.
- A Parent is able to view all of the Child’s information, posts, rewards, lesson details and lesson results.
- A Parent may approve all interactions his or her Child has with other adult users of this Site (such as teachers, other family members and tutors), as well as other children permitted to access and use this Site.
- A Parent is entitled to approve all data shared with teachers and educators about his or her Child.

Notification and Verifiable Parental Consent:

Before collecting any Personally Identifiable Information from your Child, COPPA requires that we notify you that we intend to do so and that you consent to the collection, use and disclosure of your Child’s Personally Identifiable Information. By selecting the “I AGREE” check box, you hereby acknowledge and agree that this Privacy Policy serves as notice of the manner in which we may collect, use and disclose your Child’s Personally Identifiable Information on this Site. A Parent’s decision to select “I AGREE” serves as your verifiable, parental consent to the manner in which we use, disclose and collect your Child’s Personally Identifiable Information. For the avoidance of

doubt and in no way limiting the generality of the foregoing, by selecting the “I AGREE” check box and creating a separate account for your Child, you hereby consent to the manner in which we collect, use and disclose your Child’s Personally Identifiable Information while your Child is logged into this Site under the unique user name you created for your Child upon registration.

Exceptions to Verifiable Parental Consent and Information Collected From Children:

In the following instances we will NOT get verifiable parental consent for the collection of a Child’s Personally Identifiable Information:

- Collecting a Child’s Personally Identifiable Information solely to directly respond to the Child’s request on a one-time basis (for example, to provide assistance with a particular customer service question). We will not use such Personally Identifiable Information to re-contact the Child for any other purpose (we will purge from our system the child's personal information after responding);
- Collecting a Child’s Personally Identifiable Information and the Personally Identifiable Information of his/her Parent solely to directly respond more than once to a specific request from the child (for example, to satisfy the request for a newsletter subscription). In this instance, the Parent will be notified that the Child made such a request and be informed of the information provided by the Child. The Parent will have an opportunity at any time to revoke the Child’s request (i.e., unsubscribe). We will not use the Child’s Personally Identifiable Information to re-contact the Child for any other purpose.

CONTACT US/REVIEW YOUR INFORMATION/OPT-OUT

If you have submitted Personally Identifiable Information (regarding yourself or your Child) through this Site, or if someone else has submitted your Personally Identifiable Information, and you would like to review, request changes or have that information deleted from our databases, please contact us via e-mail or send a letter to our Privacy Compliance Coordinator at the address indicated below. We will then use reasonable efforts to change or remove your Personally Identifiable Information from our files, unless we are entitled or required to retain it pursuant to other agreements or by law. You may also contact us through either of the above methods to request or review the Personally Identifiable Information that we have collected about you. We will use reasonable efforts to supply you with this information and correct any factual inaccuracies in this information.

At any time, a Parent may revoke consent regarding our use, collection and disclosure of his or her Child’s Personally Identifiable Information, and may direct us to delete all such Personally Identifiable Information from our records.

Our contact information is as follows:

GPA LEARN™

3575 Piedmont Road NE, Building 15, Suite 750

Atlanta, GA 30305.

Contact: Privacy Coordinator - support@gpalearn.com

Telephone: (404) 507-2571