

# FinalForms Privacy Policy

## 1. OVERVIEW

Thank you for using FinalForms. This Privacy Policy explains the nature of our collection, use, and disclosure of the data Authorized Users provide to FinalForms when using our Service.

We take your privacy seriously. We never sell the personal or aggregate data we collect from our users.

## DEFINITIONS

FinalForms refers to BC Technologies Company, doing business as FinalForms ("FinalForms," "we," "us," or "our"), a corporation under the laws of the State of Ohio.

FinalForms provides data collection, data management, and communication tools (collectively "Service") for its clients, which include school districts. FinalForms provides access to its Service to Authorized Users ("Authorized User(s)", "you," or "your"), as defined in our Authorized User Terms of Service Agreement.

PII refers to personally identifiable information, including student personally identifiable information, as well as other information when it is both collected and maintained on an individual level and is linked to personally identifiable information.

## CHANGES

If there are any material changes to this Privacy Policy, FinalForms will provide prominent notice to its clients and Authorized Users, and will post the changes within the Service. Any changes will be effective as of the date posted. Authorized Users will be given choices before data is used in any manner inconsistent with the Authorized User Terms of Service Agreement or this Privacy Policy. FinalForms will not make material changes to its policies or practices governing the use of PII are inconsistent with contractual requirements.

## SCOPE

This Privacy Policy is effective with respect to any data that FinalForms has collected about and/or from Authorized Users according to our Authorized User Terms of Service Agreement.

## QUESTIONS AND CONCERNS

If you have any questions or concerns, please use our [Contact Form](#) to get in touch.

## 2. DATA & ACCOUNTS DATA COLLECTED FOR AND BY SCHOOL DISTRICTS

An Authorized User may supply data to FinalForms, as required by his/her School District. FinalForms does not require an Authorized User to supply it with data. Individuals using the Service provided by FinalForms are responsible for ensuring that they meet the qualifications for the status of Authorized User, as determined by their School District. Authorized Users are responsible for ensuring the accuracy and completeness of all information supplied to FinalForms. An Authorized User may access and correct PII through use of the Service at any time. Upon request, FinalForms will support access to and assist Authorized Users in making corrections to PII. FinalForms will collect, use, share, and retain student PII only for purposes which were authorized by the School District or the Authorized User.

FinalForms may retain the data supplied by Authorized Users for as long as required by their School District and/or applicable law, or as authorized by the Authorized User. FinalForms will not knowingly retain PII beyond the time period required to support the School District, except as authorized by the Authorized User.

## DELETING A FINALFORMS ACCOUNT

Authorized Users desiring to delete their accounts or otherwise remove data they have supplied to FinalForms must contact their School District for permission.

### 3. AUTHORIZED USER DATA IN FINALFORMS

#### DATA AUTHORIZED USERS PROVIDE TO FINAL FORMS

Through using the Service provided by FinalForms, an Authorized User may supply FinalForms with data, such as PII, including but not limited to the Authorized User's name, email address, phone number, IP address, operating system, gender, location, birth date, service usage history, and other demographic information. By supplying FinalForms this data, an Authorized User consents to his/her data being collected, used, disclosed, and stored by FinalForms, as described in our Authorized User Terms of Service Agreement and this Privacy Policy. Authorized Users may log in to our Service at any time to correct or update any data held anywhere within their account.

#### INFORMATION FROM YOUR USE OF THE SERVICE

We may gather information about how and when you use the Service, store it in log files associated with your account, and link it to other information we collect about you. This information may include, for example, your IP address, time, date, browser used, and actions within the Service. This information is used to support the authorized Services provided to the School District.

#### COOKIES AND TRACKING

When you use FinalForms, we may store "cookies" or "scripts," which are strings of code, on your computer. We use those cookies to collect information about your visit and your use of our Service. You may turn off cookies that have been placed on your computer by following the instructions on your browser, but if you block cookies, it may be more difficult to use some aspects of the Service.

#### USE AND DISCLOSURE OF DATA SUPPLIED BY AUTHORIZED USERS

FinalForms may use and disclose the data supplied by an Authorized User for purposes such as:

1. To promote the use of our Service. For example, we may calculate the average amount of time an Authorized User spends completing a task within the service and create a promotion such as, *"On average, users spend less than 5 minutes signing forms."*
2. To provide, support, and improve the services we offer.
3. To communicate with you about your account and provide customer support.
4. To enforce compliance with our Authorized User Terms of Service Agreement and applicable law.
5. To protect the rights and safety of your School District, our Authorized Users, and FinalForms.
6. To meet legal requirements, like complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms.
7. To provide information to representatives and advisors, like attorneys and accountants, to help us comply with legal, accounting, or security requirements.
8. To prosecute or defend a court, arbitration, or similar legal proceeding.

FinalForms will not take the following actions with the data supplied by an Authorized User:

1. Collect, maintain, use, or share PII beyond that needed for purposes authorized by the School District or by the Authorized User.
2. Use or disclose PII for behavioral targeting of advertisements to students.
3. Build a personal profile of a student other than for supporting purposes authorized by the School District or as authorized by the Authorized User.

## **PUBLIC INFORMATION AND THIRD PARTIES**

FinalForms will not make publicly available the individual data an Authorized User supplies it by using the Service, including student PII. FinalForms does not limit a School District's use of the data that an Authorized User supplies FinalForms through use of the Service. Any third party vendors with whom FinalForms shares PII in order to provide the Service shall be obligated to implement the same privacy commitments with respect to the PII as set forth in this Privacy Policy. In the event of a merger or acquisition by another entity, FinalForms will not provide an Authorized User's PII to such successor entity, or to any vendor, unless the entity or vendor agrees to the "Student Privacy Pledge 2020" as set forth by the "Future of Privacy Forum" and the "Software and Information Industry Association."

## **LINKS TO THIRD PARTY WEBSITES**

The Service may include links to other websites whose privacy policies may differ from our own. If you submit information to any of those websites, your information is governed by their privacy policies. We encourage you to carefully review the privacy policy of any website you visit.

## **4. SECURITY**

### **NOTICE OF BREACH OF SECURITY**

If a security breach causes an unauthorized intrusion into our system that materially affects you, then FinalForms will notify you as soon as possible and later report the action that was taken in response to the intrusion.

### **SAFEGUARDING DATA**

FinalForms accounts require a username and a password to log in. You must keep your username and password secure. Because your password is so sensitive, account passwords are encrypted. FinalForms cannot resend forgotten passwords. We can allow you to reset your password if you provide the correct credentials.

FinalForms maintains a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Authorized Users' information, including student PII, against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information. Details about FinalForms' security program can be found at <https://www.finalforms.com/security>

FinalForms will provide resources to support School Districts and Authorized Users to protect the security and privacy of student PII while using the Service.

### **CLOUD HOSTING SERVICES**

By using our Service, you understand and consent to the collection, storage, processing, and transfer of your data to our cloud service hosting provider.

## **5. COMPLIANCE**

We regularly review our compliance with our Privacy Policy. We will incorporate privacy and security when developing or improving our educational products, tools, and services and will comply with applicable laws. If we receive a complaint, we respond to the Authorized User who made it. You may contact FinalForms by using [support@finalforms.com](mailto:support@finalforms.com). Thanks for taking time to learn about the FinalForms Privacy Policy, and thank you for trusting us to handle your data.

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