

Privacy Policy & Terms of Use

Effective: 12/13/2011

Terms and Conditions

Schoology (the "Service") provided by Schoology, Inc. ("Schoology") with permission of your local school, local school district, teacher, or other responsible education authority (the "Subscriber") is made available to you (the "User") subject to the following Terms and Conditions in the Schoology Service Agreement (the "Agreement"). By using and accessing this Service located at www.schoology.com, you are agreeing to be bound by, and to comply with, these Terms and Conditions and any other terms and conditions or terms of service posted on any individual page of this Service.

Schoology is a cloud-based learning management system and configurable social network for education. The platform provides a full suite of learning management tools, including an online gradebook, attendance, test/quizzes, discussion boards, blogs, and collaborative course and group pages. In order to promote student and teacher engagement, Schoology aims to leverage the familiarity and advantages of popular social media tools to promote communication and collaboration outside of the classroom. The social network permits multiple organizations to participate in shared classes, groups, and discussions.

Schoology, Inc has been awarded TRUSTe's Privacy and Children's Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. This privacy policy covers the Web site www.schoology.com. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices, please contact us at help@schoology.com. If you are not satisfied with our response you can contact [TRUSTe here](#). Schoology complies with the U.S.- E.U. Safe Harbor framework and the U.S.- Swiss Safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from the European Union member countries and Switzerland. Schoology has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Schoology's certification, please visit <http://www.export.gov/safeharbor>.

Changes in this Privacy Policy

If we decide to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to how we use your Personal Information or Personal Information collected from children under age 13, we will notify you, by email, by means of notice on our home page, and parents by email in order to obtain verifiable parental consent for the new uses of the child's Personal Information.

Internet Privacy & Security

Schoology and your school work together to protect the online privacy of all of your school community members that use Schoology, including students, parents, teachers, and administrators. Schoology information collection, security, and privacy policies have been authorized by your school or teacher, and Schoology strives to manage your school's internet services in a secure manner. For example, Schoology uses industry standard SSL (secure socket layer) encryption to transfer private, personal information, the same technology used by online banks. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure, and Schoology cannot ensure or warrant the security of any information managed by the site, whether transmitted to Schoology by you, your school, or your teacher. By agreeing to Schoology's privacy policy and terms of use, you agree to use Schoology at your own risk, and agree that Schoology shall not be liable if a security breach occurs, if the site malfunctions, or if information is misused or mismanaged in any way to your detriment or the detriment of a third party, whether by Schoology, your school, your teacher, or an unauthorized third party.

Information Collection & Use of your Personal Information

Schoology collects and analyzes data on how the service is used in the aggregate (how groups of people use Schoology) for the purpose of improving and enhancing its service. For example, Schoology might learn that school news and announcement pages receive a great deal of traffic, which might influence how this aspect of the service is delivered in the future. Schoology does not analyze information on how particular individuals use the service as part of general reporting procedures or in the usual course of business. However, information on individual usage of the system, including but not limited to individual IP addresses, may be analyzed on a case-specific basis to resolve a technical difficulty or to assist in resolving or investigating any misuse of the service; also, such individual usage information may be furnished to your school if your school requests such information to assist in the investigation of fraudulent, abusive, or criminal activity or any other use of Schoology that violates your school's rules or policies.

In order to create an account, Schoology does require that all users create a screen name and password, which is stored on the site, and collects personal information such as name, address, email, or other information if necessary, depending on the needs of your school or the service. If you are a student and register to use the site you will be asked to provide an access code provided to you by your school administrator or teacher. We do not sell, share, rent or trade your personal information with any third parties other than as disclosed within this privacy policy.

If you wish to obtain a quote we request your name, email address, phone number, position, school, size of school, city and state/country. We use this information to provide you with the best quote possible.

A child's participation or access to an activity cannot be conditioned on her providing more Personal Information than is reasonably necessary for that activity. Parents have the right to refuse further contact with their child by the site and have access to their child's information to have it deleted by contacting the school administrator.

Parents have the right to consent to the site's use of the child's Personal Information without having to consent to its disclosure of that information to third parties by contacting the school administrator.

As required by your school as part of their information management efforts. For example, if your school uses a certain third party company to manage their classroom scheduling and attendance system, necessary information may be shared with that company to assist in those administrative tasks.

These information collection, management, and disclosure practices apply to parents, teachers, administrators, and students. If you are a parent, you agree that this is acceptable for you as well as any of your children that use Schoology. If you are a teacher, you agree that this is acceptable for you as well as any of your students that use Schoology.

Schoology does not share, sell, rent or trade adult or children's personal information with third parties other than as disclosed within this privacy policy.

We reserve the right to disclose your or your child's personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Web site.

Opt-out

If you are the parent and guardian of a student using Schoology, and cease to agree with Schoology's terms of use and privacy policy at some point in the future, you may opt-out by contacting your Subscriber (typically your school) Schoology administrator.

Your Responsibility Regarding Use of the Service

It is your responsibility not to disclose your activation code, screen name and password to anyone. It is your responsibility to use this Service only for the purpose in which it was intended. Any use of the Service not in accordance with the intended purpose is prohibited.

User Generated Content

Schoology does not control the messages, information or files delivered to Discussion, Feedback Boards and any other user generated content. You understand and agree that Schoology has no obligation to monitor the Discussion, Feedback Boards or other user generated content . You also agree and understand that Subscribers choose to restrict or monitor your access to Discussion and Feedback Boards for any reason and you agree to bound by any such restrictions or monitoring.

Both Schoology and Subscriber reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Schoology's sole discretion are objectionable or in violation of these terms and conditions.

Your school may use Schoology to host forums for online discussion or message posting about issues important to your community or school. Your school will decide how these online forums are used, including whether they are available to students. These are public forums, and information that users post may be available to other members of the school community, and in some cases even other schools or the public internet. You should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of the forums, and could be used to send you unsolicited messages. Your school will decide how it wishes to use online discussion and message boards. We are not responsible for the personally identifiable information you choose to submit in these forums. To request remove of your personal information from our blog or community forum, contact us at help@schoology.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Private Messages

If you are a student, teacher, or faculty member you have the ability to chat with other students, teachers, or faculty members through private messages. Please be aware that any personal information you choose to share within these messages may be used by other members to send you unsolicited messages. We are not responsible for the personal information you choose to share within these messages. The chat permissions may be turned off or on for students under 13 by their school.

Both Schoology and Subscriber reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in either Schoology or Subscriber's sole discretion are objectionable or in violation of these terms and conditions.

Publishing Content / Communications

You acknowledge that all communications on Discussion, Feedback Boards, and any other user generated content are public and not private communications, therefore others may read what you say on the Internet without your knowledge. Always use caution when giving out any personally identifying information about yourself or your children on any Discussion or Feedback Board. Educate your children as to the proper way to use a Discussion or Feedback Board and the Internet.

Schoology does not control or endorse the content, messages or information found in any Discussion or Feedback Board and, therefore, specifically disclaims any liability with regard to the Discussion or Feedback Boards and any actions resulting from your participation in any on-line Discussion board service. The managers and hosts of these boards are not authorized Schoology spokespersons, and their views do not necessarily reflect those of Schoology.

Profiles

You acknowledge that your profile may be viewed by other users of the site, this includes your profile photo. Any information you choose to display on your profile may be viewed by other members of the site and may be used to send you unsolicited messages. Schoology is not responsible for any personal information you choose to share within your profile. Parents, Teachers and School Administrators reserve the right to edit students profiles at any time by logging into their accounts and choosing the students account they wish to update.

Testimonials

We post customer testimonials on our web site which may contain personally identifiable information. We do obtain the customer's consent via email prior to posting the testimonial to post their name along with their testimonial. To request remove of your personal information from our testimonials, contact us at help@schoology.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

Third Party Content

Schoology is a distributor (and not a publisher) of content supplied by Subscriber, third parties, and visitors. Accordingly, Schoology has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, members or any other user of this Service, are those of the respective author(s) or distributor(s) and not of Schoology. Neither Schoology nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through the Service represents the opinions and judgments of the respective information provider, or the user and not necessarily that of Schoology. Schoology neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Schoology's Service by anyone other than authorized Schoology employee spokespersons while acting in their official capacities. Under no circumstances will Schoology be liable for any loss or damage caused by a user's reliance on information obtained through Schoology. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Service. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

Updating, Correcting or Deleting Personally Identifiable Information

If yours or your child's personally identifiable information changes, or if you no longer desire our service, you may correct, update, or delete it by making the change on our member information page or by emailing our Customer Support at help@schoology.com. We will respond your access request within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at help@schoology.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Privacy Settings

You have the ability to update your privacy settings at any time while using the site. You may do so by going to the "account" drop down and selecting "privacy settings" . Within this section of the site you have the ability to control who may view your profile, updates, media albums, courses, email address, blog and who may message you.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. We do not link the information we store in cookies to any personally identifiable information you submit while on our site.

We use both session ID cookies and persistent cookies. We use session cookies to make it easier for you to navigate our site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

We set a persistent cookie to store your passwords, so you don't have to enter it more than once. Persistent cookies also enable us to track and target the interests of our users to enhance the experience on our site.

Third Party Cookies

The use of cookies by our tracking utility company is not covered by our privacy statement. We do not have access or control over these cookies. Our tracking utility company uses session ID cookies to make it easier for you to navigate our site.

Links to Other Sites

If you click on a link to a third party site, you will leave the schoology.com site be redirected to the site you selected. Because we cannot control the activities of third parties, we cannot accept responsibility for any use of your personally identifiable information by such third parties, and we cannot guarantee that they will adhere to the same privacy practices as schoology.com. We encourage you to review the privacy statements of any other service provider from whom you request services. If you visit a third party website that is linked to the schoology.com site, you should read that site's privacy statement before providing any personally identifiable information.

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