

VORT CORPORATION'S PRIVACY AND SECURITY POLICY
APPLICABLE TO THE BCP ONLINE SERVICE
As of March 31, 2021

This document sets out the Privacy and Security Policy (the "Policy") of VORT Corporation ("VORT") with respect to VORT's online service known as "BCP Online," including any future modules or functionality added to it by VORT and any related websites operated by VORT (collectively, the "Service").

1. Overview.

- a. There are two versions of the Service, the Full/Tracking Service Version and the Read Only Version. The Full Service Version facilitates the use of PII (as defined below) on Subjects (also defined below) by users of the Service. The Read Only Version does not allow such storage or use.
- b. VORT understands that privacy and data security are important to you, your organization and persons properly authorized by you to use the Service in accordance with VORT's policies ("Users"). All of the foregoing shall be referred to individually and collectively referred to herein as "you" or "your." VORT is committed to respecting the privacy of you and individuals under your professional care or supervision ("Subjects") when you access or use the Service.
- c. The information in this Policy is designed to help you better understand what information VORT gathers from you and through your use of the Service, how VORT uses and discloses this information, who VORT might share this information with, describe the process you can review and request changes to information you have submitted, describe generally what security steps VORT takes, and describe the process by which VORT provides notification of material changes to this Policy,
- d. By accessing or using the Service in any manner, you are accepting the practices described in this Policy and expressly consent to VORT's collection, use and disclosure of all information transmitted or otherwise received by VORT (including all personally identifiable information) in the manner described in this Policy.
- e. This Policy is incorporated into and subject to the BCP Online Subscription Agreement located [here](#) (the "Subscription Agreement"). This Policy applies to all websites operated or controlled by VORT. It does not apply to any third-party site linked to a VORT website or recommended or referred by a VORT website or any third-party service used in the provision of the Service to you (including, without limitation, third-party sites used for sign-in to the Service).

2. Data Collection and Personally Identifiable Information.

- a. In providing the Service to you or otherwise interacting with you through your use of the Service, VORT may collect personally identifiable information ("PII") concerning you ("User PII"), which includes personal information such as the User's name, email address, account profiles and passwords, IP address, telephone number, physical addresses, and anything else a User provides to VORT that can in any manner identify the User individually.

- b. For the Full Service Version only, VORT may store on its servers PII on Subjects (“Subject PII”), which includes data from Subjects that you input through your use of the Full Service Version, such as the Subject’s name, age, name(s) of parent(s) or guardian(s), and certain health or educational records of such individual, including assessment data. Except for the narrow exceptions in Sections 3f and 3g, Subject PII is for your use only.
- c. VORT may also collect your financial information (such as your credit/debit card and billing information) for billing purposes.
- d. Your information, including PII, and any other information you input via use of the Service may be collected through your direct interactions with the Service or your interactions via the registration process, email, other written correspondence, telephone calls, or web-based forms or when you participate in any discussion boards, forums or other social media functions made available by VORT, or complete any voluntary survey, or when you report a problem with the Service.
- e. VORT may place a “cookie” (a small file) on your hard drive during your access to the Service to help VORT identify the number of unique visitors to VORT’s websites, learn what VORT’s customers’ technology preferences are, monitor the functionality of the Service, help with authentication/login and otherwise improve the Service. VORT may also use “local storage,” a feature of your browser, to retain information locally regarding your usage to improve the Service. If you do not wish to have cookies placed on your computer or do not wish for VORT to use “local storage” you may adjust your web browser settings accordingly. If adjustment is not feasible, you may elect to refrain from using the Service. Please be aware that restricting cookies may impede your ability to use the Service or certain features of the Service. VORT may use web beacons, tags (tiny graphic images) and scripts (code designed to collect information about a customer’s interactions with the Service). All of these technologies are used in analyzing trends, administering the Service, tracking customers’ movements around the Service, and to gather demographic information about VORT’s customer base as a whole. VORT may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.
- f. Like most Internet-based software-as-a-service offerings, VORT uses log files on the server side. The data held in log files includes your IP address, browser type, e-mail application, Internet service provider, referring/exit web pages, computer platform type, date/time stamp, and customer activity. VORT uses server log data to analyze trends, and administer the Service. The software enabling the Service also has associated log and temporary files that are stored on VORT-controlled servers. These files may store your account information, preference settings, system notifications as well as other data necessary to enable you to participate in the Service. Your information may also exist within regularly performed server backups.

3. Use of PII and Other Data Provided by You

- a. VORT uses your PII to create your account to (1) communicate with you about the Service you have purchased (including any changes thereto), (2) offer you additional VORT products and services, (3) allow use of the Service you have purchased, (4) process service requests, (5) send invoices for the

Service and process payments related thereto, (6) verify credit worthiness, and (7) ensure compliance with intellectual property laws.

- b. VORT also uses PII to the extent necessary to enforce all applicable provisions of the Subscription Agreement, monitor adherence to all applicable provisions of the Subscription Agreement, and to attempt to prevent and/or detect fraud, as well as to allow third parties to carry out technical, logistical or other related functions on VORT's behalf as long as those third parties have agreed to use the level of privacy protections commensurate with industry norms.
- c. Your account information is stored on servers controlled by VORT, and if you forget your log-in password, you will be asked to enter your e-mail address on record with VORT in order to gain access to the Service.
- d. VORT collects additional information from you when you provide VORT with online comments or feedback via the Service. This information, if any, is available to others accessing the Service.
- e. VORT uses financial information provided by you (such as your credit/debit card information) only to complete your orders for Service or otherwise. VORT does not share this information with unaffiliated parties except to the extent necessary to complete that transaction. If VORT has trouble processing an order, VORT uses your contact information to contact you. VORT may use third party vendors to process payment transactions (the "Payment Processors") and you agree to such use and understand that the terms and conditions (and privacy and security policies) of such vendors shall govern and control for all purposes with respect to all applicable payment processing transactions related to your purchases. By using the Service, you understand and agree that VORT has no liability for the action, behaviors or failings of VORT's Payment Processors.
- f. Subject to the exceptions in Section 3g, VORT will not access your Subject PII, except (1) to the extent necessary to provide the Service for your use, (2) to respond to service or technical problems, (3) to comply with the law, or (4) at your request. VORT will endeavor to ensure that all persons that may need to access Subject PII are subject to reasonable confidentiality provisions and privacy protections, commensurate with industry norms, with respect to any Subject PII and will exert commercially reasonable efforts to ensure any disclosure of any such Subject PII does not inadvertently violate the Family Educational Rights and Privacy Act ("FERPA") for which VORT's subscribers may be obligated to comply.
- g. As stated in the Subscription Agreement, VORT has a limited right to aggregate, compile, use and publish data concerning Subjects with other data, including the Subject Data of other VORT customers, so long as such aggregation or compilation omits any data that would enable the identification of you, your Subject(s), or any individual, company or organization.

4. Security

- a. Substantially all information VORT receives from you or via your use of any the Service is copied, stored and managed through computer servers controlled, but not owned, by VORT. While VORT attempts to employ security techniques commensurate with industry norms to protect your PII and other data you input via the Service from unauthorized access by persons inside and outside your

organization, you should be aware that "perfect security" does not exist on the Internet; third parties may unlawfully or improperly intercept or access transmissions, personal information, or private communications. As such, VORT cannot make any assurances that a security breach will not occur that may expose your personally identifiable information or your other data to others.

- b. The VORT servers are not located at VORT but rather are managed and located at a third-party Infrastructure-as-a-Service provider (an "IAAS"). VORT has taken commercially reasonable steps to choose a professional IAAS provider, but VORT cannot guarantee the performance of the IAAS provider, its security measures, or the actions or inactions it takes in the future. By using the Service, you understand and agree that VORT has no liability for the action, behaviors or failings of VORT's IAAS provider.
- c. VORT will use commercially reasonable efforts to attempt to store PII in an encrypted format, encrypt passwords, and utilize a minimum of 128-bit Secure Socket Layer (SSL) certificates to protect transactions to and from the Service, but data associated with the Service may not always be encrypted at all times when such data is processed, stored, served, transmitted, and displayed and involve: (1) transmissions over various networks; and (2) changes to conform and adapt to technical requirements of connecting networks or devices.
- d. Your account related to the Service is also protected by a password chosen by you and your Users for privacy and security. You need to ensure that there is no unauthorized access to your account, your PII and your other data by selecting (if you so choose) and protecting your and your Users' passwords appropriately and limiting access to your and your Users' computers (or other devices) and browsers by signing off after you have finished accessing your account and directing your Users to do so.
- e. While VORT endeavors to ensure that the account information of its subscribers is kept private, VORT cannot guarantee the security of customer account information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of customer information at any time.

6. Sharing of Information

- a. VORT will not sell, rent or disclose any of your PII or other data in a manner inconsistent with this Policy except as required by law or government regulation.
- b. VORT cooperates with law enforcement inquiries, as well as other third parties, to enforce laws such as those regarding intellectual property rights, fraud and other personal rights. VORT CAN (AND YOU AUTHORIZE VORT TO) DISCLOSE ANY INFORMATION ABOUT YOU, INCLUDING YOUR PII OR OTHER HOSTED INFO, TO LAW ENFORCEMENT, OTHER GOVERNMENT OFFICIALS, OR ANY OTHER THIRD PARTY THAT VORT, IN ITS SOLE DISCRETION, BELIEVES NECESSARY OR APPROPRIATE IN CONNECTION WITH AN INVESTIGATION OF FRAUD, INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHER ACTIVITY THAT IS ILLEGAL OR MAY EXPOSE VORT, OR YOU, TO CRIMINAL OR CIVIL LIABILITY.

7. Access; Avoidance of Sensitive Information; Compliance with Law

- a. Upon your request, VORT will grant you reasonable access to your PII held by VORT. In addition, VORT will take reasonable steps to permit you to correct, amend or delete information that is demonstrated to be inaccurate or incomplete.
- b. VORT will not intentionally collect or maintain, and request that you please do not provide, any information regarding your race or ethnic origins, political opinions, your religious or philosophical beliefs, or other such information.
- c. Use of the Service is designed solely for professional child development specialists and, therefore, is not designed for use by or directed to children under the age of 13, and VORT will not intentionally collect or maintain information about anyone under the age of 13 other than Subjects that are under your professional care or supervision where proper consents have been obtained by you in accordance with all applicable laws, including, with limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or FERPA.
- d. VORT will retain the information you provide to VORT for as long as your account to use the Service is active or as needed to provide you the Service.

8. Notice to and Obligations of HIPAA "Covered Entities"

- a. For purposes of this Section 8, "covered Entity", "business associate," "protected health information" and "individual" shall have the same meaning as those ascribed under HIPAA (including pursuant to the HIPAA Privacy and Security Rule, the Standards for the Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information.
- b. If you are a covered entity and your use of the Service causes VORT to be deemed a business associate, VORT agrees to review your form Business Associate Agreement (a "BAA") or possibly offer you a form BAA acceptable to VORT. Notwithstanding the foregoing and unless and until a BAA is executed by all parties, you agree as follows:
 - (1) You shall notify VORT of any limitation(s) in this privacy policy (or VORT's term of use agreement) to the extent that such limitation may affect VORT's use or disclosure of any protected health information.
 - (2) You shall notify VORT of any changes in, or revocation of, permission by any individual to use or disclose protected health information, to the extent that such changes may affect VORT's use or disclosure of protected health information.
 - (3) You shall notify VORT of any restriction to the use or disclosure of protected health information that you have agreed to in accordance with HIPAA, to the extent that such restriction may affect VORT's use or disclosure of protected health information.
 - (4) You agree to indemnify and hold VORT, and its officers, directors, stockholders, employees, consultants, contractors and agents, harmless from all claims arising out of or related to any violation of this Section or any (purported) claim that VORT has violated any provision of HIPAA.

(5) You will not request VORT to use or disclose protected health information in any manner that would not be permissible under HIPAA if done by you.

9. Enforcement.

- a. VORT will actively monitor its relevant privacy and security practices to verify adherence to this Policy.
- b. Any customer that VORT determines is in violation of this Policy will be subject to disciplinary action up to and including termination of the Service.

10. Modification

- a. VORT may change, modify, or update this Policy, in whole or in part, in VORT's sole discretion at any time without notice by posting updated versions on the BCP Online Service website located at www.VORT.com (the "Website").
- b. Any changes, modifications or updates will become effective immediately upon such posting.