

Effective Date: January 28, 2022

# Privacy Policy

## Introduction

This Privacy Policy applies to the Community Brands’ hosted product platforms and websites owned and operated by Community Brands, including, but not limited to [www.communitybrands.com](http://www.communitybrands.com). Throughout this document, this website and all other Community Brands websites will be collectively referred to as the “Websites.” Services provided by or enabled via the Websites will be referred to as the “Services.”

At Community Brands (“CB”, “we”, “us”, “our”, or the “Company”), we are committed to protecting your privacy. This Privacy Policy (“Privacy Policy”) describes the types of information we collect about users of our Company websites, and users of websites hosted by the Company on behalf of our customers (“Customers”). This Privacy Policy is designed to help you understand how we collect, use, and safeguard the information you provide to us and to assist you in making informed decisions when using our Services.

Community Brands provides services through our platforms for the purpose of fulfilling our Customer agreements (Customer Agreements). Community Brands processes Customer data under the direction of its Customers and has no direct relationship, control, or ownership of the personal data it processes under the Customer Agreement. Customers are responsible for complying with any regulations or laws that require providing notice, disclosure, and/or having a legal basis prior to transferring the data to Community Brands for processing purposes. If you are a customer of a Community Brands Customer, you should review any additional privacy policy and terms of use agreements before using a Community Brands Customer’s website. Community Brands is not responsible for the content or privacy practices of non-Community Brands websites to which this website, or any other Community Brands website, may link.

## Community Brands Platforms

In addition to the Websites, Community Brands operates cloud-based software for its Customers - associations, nonprofits, and K-12 schools. The use of information collected through these platforms is strictly limited to the purpose of meeting our contractual obligations to our Customers and providing the services requested by our Customers, which are defined within our Customer Agreements.

## Policy Regarding Children

Community Brands Websites and Services are not designed for use by children under the age of 16. As such, Community Brands Websites are not directed at children under the age of 16 nor do we knowingly collect information from children under the age of 16. With regard to our platforms, none of the Community Brands products are intended to collect information *from* children but our Customers may collect information about children. Through our agreements with our Customers, we require that our Customers comply with all laws with regard to processing data about children.

## A Note to Parents & Children

If you are a child under 16 in the European Union or UK or a child under 13 in the United States, you may access the Service only to the extent that consent is given or authorized by the holder of parental responsibility over you. Please speak with your parent or guardian about this Privacy Policy so you can better understand how we use your personal data. We make reasonable efforts to verify that consent is given or authorized by the holder of parental responsibility over you, and, if we learn or have reason to suspect that we have collected personal data from you without parental consent, we will promptly delete it.

## Parental Access

A parent who has already given Community Brands or our Customer permission to collect, use, and share their child's personal information can, at any time, do the following: (1) review, correct, or delete the child's personal information; and/or (2) discontinue further collection, use, or sharing of the child's personal information.

Community Brands offers products that support schools and is a proud signatory of the [Student Privacy Pledge 2020](#).



## What Data Do We Collect

Depending upon the Community Brands Website or Service you are accessing or other method of contact, we may collect the following information:

- Contact details such as (for example) your full (i.e., first, and last) name, institutional affiliations, phone number, email address, and postal address.
- Educational and professional background information
- Employment and application data
- Event registration information
- Tuition, admission, and financial aid information
- Payment Data
- Usernames and passwords that may be used on some of the Community Brands Websites
- Comments, feedback, posts, and other content you submit to the Community Brands Websites
- Information you provide to or post on message boards or chat rooms that are part of the Community Brands Websites

- Interests and communication preferences.

## How Do We Collect and Use Data

Community Brands provides products such as platforms, websites, and apps to our Customers. Community Brands' Customers are the owners of the personal information collected from their end-users. Our Customers decide what data to collect (this typically includes information about their end-users (customers, prospects, employees, consultants or independent contractors, suppliers, and other individuals or third parties). We only collect this information under the direction of our Customers and have no direct relationship with the individuals whose personal information we process on behalf of our Customers.

Community Brands accesses and collects information that you voluntarily give us via email, webform or other direct contact from you. We will use your information to respond to you, regarding the reason you contacted us. We will not sell or rent this information to anyone. We may disclose information to our corporate affiliates and third parties to provide products and services to you or related to products or services you have purchased or downloaded from Community Brands. Unless you ask us not to, we may contact you via email or text message in the future to tell you about our services, new products, changes to this privacy policy or to provide you with informational or educational newsletters.

Community Brands may access Customer Data for the purposes of providing and enhancing a service, preventing or addressing service or technical problems, responding to support issues, and responding to a Customer's instructions, or as may be required by law, in accordance with the relevant Agreement between the Customer and Community Brands.

Our information collection and use practices are described in more detail below.

## Product-Related Information Collection

Community Brands collects certain additional information in connection with your use of our Services, web-based products and/or desktop products with online features. For instance:

- **Product Updates:** Some products provide you with the ability to download and register product and/or tax updates as they become available. During the download and registration process, we collect "Business Information", including customer ID number and product version, type, and serial number. This is collected so that we can authorize your access, provide you with the appropriate update, and to update our records as to the product and products updates you have downloaded or installed, so that we may provide the appropriate support.
- **Account Set-Up and Access:** Upon subscribing to our services, Community Brands collects Business Information, which may include information such as product serial number, customer ID and your customer profile information. This allows us to identify you to authorize your access and use of the services, and to provide you with your relevant account information. Certain products allow you to access your account to obtain information such as your support plan status, service subscriptions, registrations, and order history.
- **Online Product /Account Application:** Certain products and services are subject to an application and enrollment process, which may be completed on paper or online. Information requested may include federal ID numbers, bank account, payroll, credit card and contact information. This information is used to process your enrollment request and, if approved, to set up and administer your account.

- **Web-based Services:** Some of our web-based Services collect certain additional information, including IP address, browser, connection speed, domain, referring URL and other environment-related information. This enables us to provide a secure environment for the use of the services, to pre-populate forms and calculate aggregate statistical information about the customers using these services. We use this information to better protect you and to provide a better user experience.

**Support.** We offer certain support services. If you access our support services, you may be asked for information such as customer ID, product name, product version, and other information to help us determine what the technical issues are and how best to help you resolve them. In addition, certain products allow you to submit support-related questions directly from the product. If you access online support services from a product, information about your network, operating system, and other similar information will be automatically pre-populated for submission to our customer support representatives to assist them in answering your questions.

**Third-Party Products.** Community Brands may use your business information to inform you of special discounts or offers from other companies we have carefully selected and whose products and services may be of interest to you.

**Public Forums.** Information (including personal and business information) that you submit, post, or otherwise reveal in a public forum (such as comments to a blog or product discussion forum) is not subject to this Privacy Policy, will be seen by third parties not related to Community Brands, and may be used by them or Community Brands to contact you for any purpose.

**Registrations.** To access information (blogs, demos of our products, marketing materials etc.) on the Websites, a user may be required to register with Community Brands. During registration a user is required to give certain information (such as name, email address, job title). This information is used to contact you about the products/services on our Website in which you have expressed interest.

**Orders.** We request information from you on our order forms. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). All payment data is stored by our payment processors, and you should review their Privacy Policies and contact the payment processor directly to respond to your questions. Community Brands uses this information for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

**Surveys and Contests.** From time-to-time, our Websites may request information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code). Contact information will be used to notify winners and award prizes, if applicable. Survey information will be used for purposes of monitoring or improving the use and satisfaction of the Websites.

**Email and Text Communication.** Each email and/or text we send will contain instructions on how to unsubscribe should you decide not to receive future promotional communication. If you choose to opt-out of receiving promotional email and/or text communications from Community Brands, we may still periodically communicate with you via email, mail, and telephone for non-promotional matters. Please allow up to 10 business days to be removed from our promotional communication list.

We send notification emails about the Website and Services from time to time as necessary. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

**Third-Party Email Promotions.** If you access and/or use any of our third-party provider's (our Partners) services from a link on our Websites, a Community Brands/Partner co-branded site or by any other means, any information you reveal in connection with such service is submitted to our Partner and is not subject to this Privacy Policy. You should consult the privacy policy of any Partners or third-party site with respect to its treatment of any information that you may reveal through such service.

**Services and Product Data.** Business information collected by Community Brands does not include your company's data entered in the course of operating our products ("Product Data") or data provided by you while using our services ("Services Data"). Community Brands will not access your Product Data or Services Data except in the following limited circumstances:

- to provide you with technical support, solely at your request and with your permission
- on a limited-access basis to install updates, produce regular backups or restore data from backups at your request
- where the inherent purpose of the product or service requires Community Brands to provide the Product Data or Services Data to a third party on your behalf (for example where Community Brands makes tax filings on your behalf or initiates bank transfers on your behalf); and
- to utilize Aggregate Information derived from Product Data and Services Data to help us improve our products and services and in developing additional offerings. Aggregate Information is non-identifying information about you that is provided to third parties for analysis. For example, we might inform third parties regarding the number of users of this Website and the activities they conduct while on this Website to better understand user experience. Third-parties who receive aggregate information cannot identify or contact you based on the information they receive

Community Brands will not provide your Product Data or Services Data to any third-party or permit any third-party to access your Product Data or Services Data, except with your permission or to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, or court order. In addition, if at any time you decide to discontinue your use of the applicable service, your Services Data will be destroyed and removed from all servers according to terms set forth in your Customer Agreement, subject to applicable back-up and disaster recovery practices and procedures.

**Employment Applications and Talent Management.** As part of our recruitment and talent management process, we collect personal information with respect to individuals who are interested in working for us. In this context, we collect employment and application data, such as the following: contact information (e.g., name, title, residential or postal address, telephone number, and personal email address); information in a curriculum vitae, resumé, cover letter, or similar documentation; details regarding the type of employment sought, willingness to relocate, job compensation and benefit preferences; health data (e.g., medical conditions); information related to your background, education, criminal record, credit history and similar data; information provided about or by your references or other third parties related to your employment history, skills, qualifications, or education; and, information related to previous applications to us or previous employment history with us. When permitted by law, we may collect information about your race and ethnicity to assist with our diversity and inclusion programs. We use this information for the following purposes: to identify and evaluate job applicants; to verify your information; to complete employment, education, background and reference checks; to communicate with you about the recruitment process and your application; to comply with our legal, judicial, regulatory, administrative, or other corporate requirements; to analyze and improve our application and recruitment

process; to accommodate individuals who may have specialized needs during the employment process; and to protect the rights, interests, and property of our business, other job applicants, employees, or the public, as required, or permitted, by law.

**Cookies.** Community Brands may place “cookies” on the browser of your computer. Cookies are small pieces of information that are stored by your browser on your computer’s hard drive. Cookies may enhance the convenience and use of the Websites. You may choose to decline cookies if your browser permits but doing so may affect your ability to access or use certain features of the Website.

Community Brands may also utilize web beacons on our Websites. A “web beacon,” also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server. The information collected through these automated means may include information that we gather and store about your visit to, and use of, the Websites, such as your IP address, type of browser and operating system used, date and time you access the websites, pages you visit, and, if you linked to the Websites from another website, the address of that website. This data does not include Personal Information and is not treated as Personal Information under this Privacy Policy, but it may include the IP address of your device. We may link an IP address to information that is personally identifiable.

Most web browsers automatically accept cookies, but you can disable this function so that your browser will not accept cookies. Please be aware that disabling this function may impact your use and enjoyment of this Website.

**Third-Party Analytics.** We may also allow certain third-party analytics service providers to include cookies and web beacons within the pages of the Websites on our behalf and to retain and use the information received from such cookies and web beacons themselves. Third-party service providers that collect this data on our behalf may offer information about their data collection practices, and in some cases, an opt out on their respective websites which you can access here: <http://www.google.com/analytics/>.

**Do Not Track.** Currently, various browsers — including Microsoft Edge, Google Chrome, Internet Explorer, Mozilla Firefox, and Apple Safari — offer a “do not track” or “DNT” option that relies on a technology known as a DNT header, which sends a signal to Web sites’ visited by the user about the user's browser DNT preference setting. We do not currently commit to responding to browsers' DNT signals with respect to the Company's Web sites, in part, because no common industry standard for DNT has been adopted by industry groups, technology companies or regulators, including no consistent standard of interpreting user intent. We take privacy and meaningful choice seriously and will make efforts to continue to monitor developments around DNT browser technology and the implementation of a standard.

## **How Long Do We Keep Your Data**

We may retain your information for a period of time consistent with the original purpose of collection. For instance, we may retain your information during the time in which you have an account to use our Web sites or Services and for a reasonable period of time afterward. We also may retain your information during the period of time needed for us to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes and enforce our agreements.

## How Do We Protect Your Data

We take precautions to protect your information. When you submit sensitive information via the Websites, your information is protected both online and offline. We use appropriate security measures to protect the security of your data both online and offline. These measures vary based on the sensitivity of the information that we collect, process, store, and the current state of technology. Please note, though, that no website or internet transmission is completely secure, so while we strive to protect your data, we cannot guarantee that unauthorized access, hacking, data loss or a data breach will never occur.

## How We Share Data

Unless you give us your permission, we don't share data we collect from you with third parties, except as described below:

**Third-party service providers or consultants.** We may share data collected from you on Community Brands Websites with third-party service providers or consultants who need access to the data to perform their work on Community Brands' behalf. These third-party service providers are limited to only accessing or using this data to provide services to us and must provide reasonable assurances that they will appropriately safeguard the data.

**Compliance with Laws.** We may disclose your data to a third party if (i) we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request (including to meet national security or law enforcement requirements), (ii) to enforce our agreements and policies, (iii) to protect the security or integrity of the Community Brands Site or our services and products, (iv) to protect ourselves, our other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which we believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury. If Community Brands is required by law to disclose any of your data that directly identifies you, then we will use reasonable efforts to provide you with notice of that disclosure requirement, unless we are prohibited from doing so by statute, subpoena or court or administrative order. Further, we object to requests that we do not believe were issued properly.

**Business transfers.** If we go through a corporate sale, merger, reorganization, dissolution or similar event, data we gather from you through our website may be part of the assets transferred or shared in connection with due diligence for any such transaction. Any acquirer or successor of Community Brands may continue to use the data we collect from you through our Websites as described in this notice.

**Aggregated or de-identified data.** We might also share data collected from you from Community Brands Websites with a third party if that data has been de-identified or aggregated in a way that does not directly identify you.

We do not share your data (including, but not limited to, the personal data of your end users) with third parties for their direct marketing purposes, unless you give us your consent to do so.

**Employers - Career Center Solutions.** An Employer, in our Career Center Solution, is a recruiter, company representative, agency or other individual who has contracted with Community Brands and is interested in contacting potential candidates, or job-seekers, for job openings. Relevant job-seeker resumes are provided to Employers, who may use that resume information to contact the job-seeker. This information is only made available to employers with the consent of the job-seeker. Community Brands does not share your data (including, but not limited to, the personal data of your end users) with third parties for their direct marketing purposes, unless you give us your consent to do so.

## Cross Border Transfers of Data

Community Brands' headquarters are in the United States and as such, data may be transferred to the United States from the European Economic Area ("EEA"), Switzerland, or another country that requires legal protections for international data transfer. Personal data will be transferred to the United States only: to fulfill contractual obligations to you; with your consent; or to fulfill a compelling legitimate interest of Community Brands in a manner that does not impeach on your rights and freedoms. We make every effort to ensure the security and protection of the data we transfer.

We are committed to protecting the privacy of personal data and adherence to Global Data Protection laws. Community Brands implements Standard Contractual Clauses to govern the transfer of data into the United States.

For EEA residents, you can find the contact details for your local data protection authority here [https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)

View our Data Protection Agreement [here](#).

View our List of Sub-Processors [here](#).

## Australia Privacy Rights

**Data Privacy Rights.** The personal information collected, stored, used, and/or processed by Community Brands, as described in this Privacy Policy, is collected, stored, used and/or processed in accordance with the Australian Privacy Act 1988 (Commonwealth), as amended, and the Australia Privacy Principles ("APPs"). Further information regarding the APPs is set out on the Australian Government website [www.oaic.gov.au](http://www.oaic.gov.au). If you would like to update or access your personal information held by Community Brands, please contact us in accordance with the "How to Contact Us" section listed below. If you believe that the personal information that we hold about you is incorrect, incomplete, or inaccurate, then you may request we amend it and you may submit such a request by contacting us in accordance with the "How to Contact Us" section listed below.

**Complaint Process.** Please notify us of any complaint you may have about our handling of your personal information by contacting us in accordance with the "How to Contact Us" section listed below, and please set forth the details of your complaint. We will undertake commercially reasonable efforts to reply to your complaint within thirty (30) days and will, where necessary or appropriate, advise you of the general reasons with respect to how we responded to your complaint. Notwithstanding the foregoing, you may submit a complaint at any time to the [Office of the Australian Information Commissioner](#).

## Canada Privacy Rights

Personal data (as the term is defined in the Personal Data Protection and Electronic Documents Act of Canada ("PIPEDA")) may be collected, stored, used and/or processed by Community Brands in accordance with this Privacy Policy and Community Brands' obligations under PIPEDA and other applicable Canadian provincial laws. Pursuant to Canadian law, you have a right to request access to your personal information and to request that inaccurate personal information be corrected. If you have submitted personal information to us and would like to have access to it, or have it corrected, please contact us in accordance with the "How to Contact Us" section listed below. When requesting access to, or correction of, your personal information, we will require that you verify our request via email and



request specific data from you to enable us to confirm the authenticity of the request and your identity, and to enable us to search our records and databases. To delete your name from our electronic contact lists (text or email), please follow the applicable opt-out instructions included in each SMS/Text Marketing communication or contact us in accordance with the “How to Contact Us” section listed below. For more information about the Office of the Privacy Commissioner of Canada, please access its [website](#).

## California Privacy Rights

**Data Privacy Rights.** Pursuant to the California Consumer Privacy Act of 2018, as amended (“CCPA”), California residents have additional data privacy rights, including (i) the right to be notified about what personal information is collected about you, and our intended use and purpose for collecting your personal information, (ii) the right to know and access personal information we have collected, used, disclosed, or sold about you over the past twelve (12) months, including the categories of personal information we have collected, used, disclosed, or sold about you, the categories of sources from which the personal information is collected, the business or commercial purpose for which your personal information was collected, used, disclosed, or sold, and the categories of third parties with whom we have shared your personal information, (iii) the right to request Community Brands to transfer, to the extent feasible, personal information in certain forms and formats, (iv) the right to request that we delete/erase your personal information under certain circumstances, and (v) the right not to be subject to discrimination for asserting your rights under the CCPA. The personal information we collect from you, the purposes for which it is used, the source of such personal information, and the parties to whom we share your personal information is set forth in this Privacy Policy. To exercise any of the CCPA’s data privacy rights set forth herein, please contact us in accordance with the “How to Contact Us” section listed below. If you would prefer, you may designate an authorized agent to submit a CCPA privacy request on your behalf. An authorized agent must be registered with the California Secretary of State to conduct business in California.

**Privacy Request Verification Process.** If you (or your authorized agent) make any request related to your personal information under the CCPA, Community Brands will ascertain your identity (and the identity of the authorized agent, to the extent applicable) to the degree of certainty required or permitted under the law before addressing your request. Community Brands will, to the extent required or permitted by law, require you (or your authorized agent) to verify your request via email or other means and match at least two or three pieces of personal information we have previously collected from you before granting you access to, or erasing, specific pieces or categories of personal information, or otherwise responding to your request. We may require written documentation that demonstrates a third party is authorized to serve as your agent for the purposes of submitting the requests set forth herein, unless you have provided the authorized agent with power of attorney pursuant to California Probate Code §§ 4121 to 4130. None of the CCPA’s rights are absolute and are subject to legal and regulatory exceptions and exemptions. For more information about the CCPA, please see: <https://oag.ca.gov/privacy/ccpa>.

**Opt-Out Rights / Do Not Sell My Personal Information.** California residents have the right to opt-out of the sale of their personal information. Community Brands does not sell your personal information.

## Privacy Rights

Community Brands is a service provider to our Customers and the data in our systems is owned by our Customers, meaning, our Customers have jurisdiction over the data and any end-user data subject request should be submitted directly to the Customer. Customer’s users may access, correct, and delete some

information within the Platforms. If you have additional requests, please contact our Customer's directly. Community Brands supports our Customers in all requests.

In compliance with Global Data Protection laws, Community Brands provides its Customers with specific additional rights such as the right to access, correction, and deletion as described below:

- request access to categories and specific pieces of personal information about you
- request that we correct inaccurate or incomplete personal information about you;
- request deletion of personal information about you;
- request restrictions, temporarily or permanently, on our processing of some or all personal information about you;
- request transfer of personal information to you or a third party where we process the data based on your consent or a contract with you, and where our processing is automated; and
- opt-out or object to our use of personal information about you where either:
  - our use is based on your consent or our legitimate interests, or
  - you do not want us to share with third parties.

If you are a Community Brands Customer, you may exercise your rights by contacting [Privacy@Communitybrands.com](mailto:Privacy@Communitybrands.com). All requests will be addressed within the timeframe required based on the applicable regulation. If the collection of your personal data was based on your consent, you have the right to revoke that consent at any time. Be aware that by revoking consent, you may lose access to Services you previously opted to use.

If you are not a Community Brands Customer and rather a user of our Services through an account you have with a Community Brands Customer, please contact that Customer directly.

## **Changes to this Privacy Policy**

We update this privacy statement when necessary to provide greater transparency or in response to:

- Feedback from customers, regulators, industry, or other stakeholders
- Changes in our products
- Changes in our data processing activities or policies

When we post changes to this statement, we will revise the "Effective Date" date at the top of the statement. If there are material changes to the statement, such as a change to the purposes of processing of personal data that is not consistent with the purpose for which it was originally collected, we will notify you either by prominently posting a notice of such changes before they take effect or by directly sending you a notification. We encourage you to periodically review this privacy statement to learn how Community Brands is protecting your information.

## **How to Contact Us**

Community Brands commits to resolve complaints about our collection or use of your personal information. Community Brands takes its users' privacy concerns seriously.

If you believe that Community Brands has not complied with this Privacy Policy with respect to your personal information, please email us at [privacy@communitybrands.com](mailto:privacy@communitybrands.com) or by writing to the Community

Brands Privacy Officer at the following address:

Community Brands  
Attn: Privacy Officer  
9620 Executive Center Dr. N #200  
St. Petersburg, FL 33702  
USA

**In your letter, please include which Community Brands Platform you are inquiring about.** The complete list of Community Brands platforms can be found here: <https://www.communitybrands.com/company/our-brands/>. Describe in as much detail as possible the ways in which you believe that the Privacy Policy has not been complied with. We will investigate your complaint promptly.

Please note that Community Brands is not responsible for the content or privacy practices of non-Community Brands websites to which this Site or any other Community Brands website may link. Also, Community Brands is not responsible for the privacy practices of its Customer or users of its Customer's websites. You should review the additional privacy policy of the Customer site before using the site.

