



TRiO Perks Terms of Service

Version 2020-09-18

TRiO Perks is contracted principally to programs that are part of the Federal TRiO Programs (herein referenced as “Program”). These Terms of Service are the TRiO Perks Terms of Service that apply when a Program has not negotiated a separate Terms of Service (referenced as “Negotiated Terms of Service”) through a contract or through a separate agreement or addendum and which may be titled under a name different than Terms of Service or be part of a Data Sharing Agreement with the Program. These TRiO Perks Terms of Service will always have a Version date and an archive of previous versions is always available. A Program without Negotiated Terms of Service agreement will operate fully under the TRiO Perks Terms of Service that were active at the time of their signed Sales Agreement or on the date that they submit a Purchase Order. If the TRiO Perks Terms of Service are updated after a Program has ordered the TRiO Perks service, the original dated version shall still be the applicable TRiO Perks Terms of Service for that Program unless the Program notifies TRiO Perks in writing that they are adopting the new version of the TRiO Perks Terms of Service. TRiO Perks will make its best effort to notify the Program that a new version is available and that the Program may adopt the new Terms of Service. The Program is not required to adopt the new TRiO Perks Terms of Service.

Negotiated Terms of Service may:

1. Fully replace the TRiO Perks Terms of Service. The Negotiated Terms of Service should be explicit that the TRiO Perks Terms of Service do not apply to the Program.
2. Partially replace the TRiO Perks Terms of Service. Any provisions of the TRiO Perks Terms of Service that are not covered in the Negotiated Terms of Service will still apply. If a provision in the Negotiated Terms of Service differs from a similar or same provision of the TRiO Perks Terms of Service, then the language for that provision in the Negotiated Terms of Service will apply and supersede the provision in the TRiO Perks Terms of Service.

The following numbered provisions define the TRiO Perks Terms of Service for Programs and other institutions who subscribe to the TRiO Perks service.

Provision	Official Policy Language	Overview Explanation
1. Acceptable Use	<p>The Program and end users who have been authorized by the Program to use the TRiO Perks service agree not to use the TRiO Perks' software, computer systems, and platforms:</p> <ul style="list-style-type: none"> • to generate, send, or facilitate the distribution of unsolicited commercial email (spam); • to violate the legal rights of others or encourage the violation of the legal rights of others; • for any illegal, unlawful, or fraudulent purpose; • to distribute viruses, spyware, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive and/or deceptive nature; • to act as a repository for the sharing or distribution of pirated software, pirated video, or pirated audio; • to alter, interfere with, circumvent, or disable any aspect of the Services; • to use the Services, or a component of the Services, in a manner not authorized by TRiO Perks. <p>TRiO Perks reserves the right to take any action necessary to protect its ability to deliver Services.</p>	<p>We expect all users to use our Service as it is intended to be used so that all users can enjoy and benefit from the TRiO Perks service.</p> <p>Don't do anything that harms others or harms our ability to provide service.</p>
2. Data Privacy	<p>TRiO Perks believes that users should expect the greatest level of privacy and data protection possible and should never be surprised in how their data is being used.</p>	<p>TRiO Perks is a champion of Data privacy... especially student data privacy. We follow the U.S. Department of Education's Privacy Technical Assistant Center's Model Terms of Service.</p>
2.1. Definition of Data	<p>Data includes all Personally Identifiable Information (PII) and other non-public information. Data includes, but is not limited to, student data, metadata, and user content.</p>	<p>If it is about a user or entered by a user, it is Data that we will protect.</p>
2.2. Data De-Identification	<p>TRiO Perks may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and User ID. Furthermore, TRiO Perks agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.</p>	<p>Before we use any data from the TRiO Perks Service, we will scrub it thoroughly so that we cannot determine who it is about.</p>
2.3. Marketing and Advertising	<p>TRiO Perks will only use the Data for operating the TRiO Perks Service. We will not use any of the Data for advertising or marketing purposes. Any marketing or advertising that we do will be outside of access to Data and will never be directed towards Students.</p>	<p>What gets learned about users when they use the TRiO Perks service will never be used for advertising or marketing. Data is always only for the operation of the TRiO Perks Service.</p>

<p>2.4. Modification of Terms of Service</p>	<p>TRiO Perks will not change how Data gets collected or used. Period. If we make any changes to these Terms of Service it will be related to either 1) clarifying or improving language; or 2) changing terms that do NOT impact our commitment to protecting data. Regardless of which type of change we make, TRiO Perks will use its best efforts notify the Program in advance and will only apply the new Terms of Service to the Program if they consent. If the Program does not give consent, then they will still be protected by the Terms of Service that were active at that time they subscribed to the TRiO Perks Service or were part of negotiated contract language.</p>	<p>TRiO Perks will not change these Terms of Service that are related to Data unless it improves Data privacy protection or makes these terms easier to understand. If we do make a change, we will give the Program the ability to continue to operate under the old or new Terms of Service.</p>
<p>2.5. Data Collection</p>	<p>TRiO Perks will only collect Data that we need to fulfill our duties to the Program.</p>	<p>We will not collect or ask for information that we do not need.</p>
<p>2.6. Data Use</p>	<p>TRiO Perks will only use Data that we need to fulfill our duties to the Program or to help us improve how we provide our Services.</p>	<p>We will not use your information for anything except how you expect us to use it.</p>
<p>2.7. Data Mining</p>	<p>TRiO Perks will not do any Data mining except when it will help us protect our Systems (e.g., scanning for malware). We will never do any Data mining for the purpose of marketing or advertising.</p>	<p>We will only scan through Data so that we can look for the existence of Data that could harm our Systems.</p>
<p>2.8. Data Sharing</p>	<p>TRiO Perks will only share Data with subcontractors or agents who are explicitly necessary to help us deliver the TRiO Perks service to you. All subcontractors and successor entities will be subject to these Terms of Service.</p>	<p>If we need to use a subcontractor or agent, we will make sure they are fully aware of these Terms of Service and will ensure they fully abide by them.</p>
<p>2.9. Data Transfer or Destruction</p>	<p>TRiO Perks will ensure that all Data in our possession and in the possession of any subcontractors or agents to us is destroyed when the Data is no longer needed or if the Program directs us to destroy the Data. Before destroying Data, TRiO Perks will transfer usable data to the Program if requested by the Program.</p>	<p>If you are no longer using our service, then we will make sure that we erase all of the Data we have about you. If you want us to transfer a copy of the data to you, we will do that upon request.</p>
<p>2.10. Rights and License in and to Data Access</p>	<p>With respect to the Data, all parties recognize that all intellectual property rights shall remain the property of the Program. TRiO Perks has a limited, nonexclusive license solely for the purpose of providing the TRiO Perks service. Any rights that TRiO Perks has to the Data is expressly listed in these Terms of Service and no other rights are implied. The rights to Data that are extended to TRiO Perks by the Program are subject to the Family Educational Rights and Privacy Act (FERPA). The Program extends this right to use of the Data as outlined in these Terms of Service under the FERPA Program Official exception provision. The Program acknowledges that the Program has an obligation to define this in its annual notification of FERPA rights to parents and students.</p>	<p>The Program owns the Data. TRiO Perks has limited permission to use the Data only for the purposes outlined in this document. The rights extended to TRiO Perks are covered by FERPA and the Program has the right to grant permission to TRiO Perks in its role as an outsourced institutional service. As such, TRiO Perks is recognized as a Program Official during the terms of the contracted services with the Program.</p>

2.11. Access	Any Data in the possession of TRiO Perks will be made available to the Program upon request by the Program.	We do this to help you abide by FERPA. There is additional information below in the paragraph specifically about FERPA.
2.12. Security Controls	<p>TRiO Perks will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.</p> <p>TRiO Perks will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>TRiO Perks will conduct periodic security-specific training to all staff who have access to Program data and will ensure that staff are aware of requirements of safe-handling of data as it relates to PPRA</p> <p>TRiO Perks has a written incident response plan in the event of a data breach. This plan includes prompt notification of the Program, full disclosure and engagement with the Program. TRiO Perks agrees to share its incident response plan upon request by the Program.</p>	We will protect your Data. This includes technical measures, administrative measures, and physical security. We will review our safeguards periodically. If we see that we can improve our safeguards we will do it. We will train our staff on best practices with respect to data security. However, because it is still possible that something can go wrong, we have a written plan on what we will do if your data is put at risk or compromised. We will share this plan with you if you ask for it.
3. FERPA	FERPA is the Family Educational Rights and Privacy Act of 1974, a federal law enacted to protect the privacy and accuracy of a student's education records. Some states have enacted further enhancements to the federal law. FERPA is a compliance issue between the student and the Program. TRiO Perks does not collect any Data directly from students that is subject to FERPA. All Data collected that is subject to FERPA is entered by the Program staff users. TRiO Perks will support fully the Program's efforts to meet their FERPA obligations. If a parent or student contacts TRiO Perks directly, TRiO Perks will redirect the parent or student to the Program. If the Program needs assistance when fulfilling a FERPA request, TRiO Perks will cooperate fully to ensure the Program is able to meet its obligation.	We will support fully a Program's efforts to meet its FERPA obligations. If a parent or student comes to us directly, we will refer them back to the Program and take any action requested by the Program related to their FERPA obligations.

<p>4. COPPA</p>	<p>COPPA is the Children’s Online Privacy Protection Act. TRiO Perks complies with COPPA. TRiO Perks collects Data from students for the delivery of its educational services only and solely for the benefit of the student and the Program.</p> <p>TRiO Perks may collect the following personal information directly from a student/child under 13: a) Student ID/Login Information; b) Requests for Purchases, and c) message communications to staff of the Program. TRiO Perks does not use any of this information for any purpose except for providing the TRiO Perks service. TRiO Perks does not maintain this Data longer than necessary to provide its educational service.</p> <p>The Program consents to this collection as described in this section titled COPPA. The Program agrees that it has the right to consent with the collection of this limited data from students under 13 because it is used solely for educational purposes.</p> <p>The Program can mark a student as “limited” so that the student is prevented from signing into the TRiO Perks service. The student will still be an active student who can benefit from the TRiO Perks service, but the only data collected by the TRiO Perks service will be data entered by staff as part of using the TRiO Perks service.</p> <p>TRiO Perks will provide the Program with the required notices for COPPA compliance. This annual notice will be available on the TRiO Perks website at https://www.trioperks.com/policies/coppa/ as a PDF that can be downloaded by the Program.</p>	<p>TRiO Perks complies with COPPA. We collect limited information from students covered by COPPA and we use this information solely for the benefit of the student and the Program. Our consent to collect this data is provided by the Program by contracting for the TRiO Perks Service. The Program can prevent a student from providing information directly to the TRiO Perks Service if a parent/guardian has made that request. Last, TRiO Perks does comply with the requirement of notice regarding COPPA.</p>
<p>5. PPRA</p>	<p>TRiO Perks fully complies with The Protection of Pupil Rights Amendment (PPRA). TRiO Perks does not survey students and does not use any personal information about students for any purposes other than delivering services to the Program.</p>	<p>PPRA is specifically about surveying students and asking questions of a personal nature. We do not survey students.</p>

<p>6. California Specific Terms</p>	<p>This provision covers Schools/School Districts in the state of California, USA, but may also apply to Programs that serve students.</p> <p>TRiO Perks fully complies with the Student Online Personal Information Protection Act (SOPIPA) of California (SB 1177). TRiO Perks does not use any data about students for any purpose other than delivering the TRiO Perks service. TRiO Perks does not engage in targeted advertising to students or parent/guardians of students. TRiO Perks does not sell any information gathered about students regardless of the source of the information. TRiO Perks does not create profiles on students except that which is necessary to provide reports to the Program as required for the operation of the TRiO Perks service. TRiO Perks stores and protects student data using industry best practices. TRiO Perks will delete a student's covered information if requested by the Program.</p> <p>TRiO Perks fully complies with AB 1584 of the California Education Code.</p> <ul style="list-style-type: none"> • Pupil Records Ownership: See Provision 2.10. • Pupil-Generated Content: There is no pupil-generated content. • Pupil Record Use: See Provision 2.6. • Parent/Legal Guardian/Pupil Review of PII: See Provision 3. • TRiO Perks Staff Training: See 3rd paragraph of Provision 2.12. • Notification in the Event of Unauthorized Disclosure: See 4th paragraph of Provision 2.12. • No Retainment of Student Data: See Provision 2.9. • FERPA: See Provision 3. • No Pupil Targeted Advertising: See Provision 2.3. 	<p>TRiO Perks is fully compliant with SOPIPA. TRiO Perks does not do any advertising, including targeted advertising, towards students or parents of students. TRiO Perks will delete data about a student or students upon request from the Program. TRiO Perks uses industry best practices to protect data about and for students.</p> <p>The TRiO Perks Terms of Service fully complies with all nine requirements of the AB 1584 of the California Education Code. This section lists all nine requirements and points to the applicable provision from the TRiO Perks Terms of Service.</p>
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A copy of the TRiO Perks Terms of Service dated 2020-09-18 can be found online at:

<https://www.trioperks.com/policies/platform-terms-of-service/>.