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Acceptance of terms; applicable law

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Description of the personal data file

Description of the personal data file can be found here.

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POLAR ELECTRO/POLAR GOFIT FERPA AFFIDAVIT

Polar Electro Inc. (Polar) attests compliance of the Polar GoFit service with the Family Educational Rights and Privacy Act (FERPA).

1. Polar shall maintain Student Information for and on behalf of school district – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) -- for the purpose of providing Polar GoFit services pursuant to this License. Polar may use the Student Information to conduct data recording activities for the benefit of school district, including, but not limited to, longitudinal studies, alignment studies, and norming studies and/or for the collective benefit of multiple school district licenses, as permitted by FERPA. Personally identifiable information ("PII") derived from Student Information provided to Polar may be disclosed only to Polar employees who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. PII derived from Student Information and maintained by Polar shall not be further disclosed by Polar, except as allowed by FERPA. School district is responsible for any notices to parents required under FERPA and for providing parents/guardians the opportunity to inspect and challenge the contents of the student records in question.

2. All student and employee data is owned by the owned by the relevant schools within the school district. If services are terminated, by either party, the vendor Polar agrees to permanently delete all school based data within the school district and provide written verification confirming permanent deletion. The request for deleting school based data permanently in Polar GoFit data bases can be ordered either by a school or a school district from b2bhelpdesk@polar.com. The school district will be responsible to inform all relevant schools within the school district about the date of termination of the service and the deletion of data by Polar.

3. Data will be collected in Polar GoFit data bases that are protected by fire walls, passwords and other technical means. Data bases and their backups are located in locked and secured locations, and the data is accessed only by persons named in advance.

4. Collection provisions – At the time of license registration, no PII is required. During the use of the services, the relevant schools within the school district will be able to store the following PII: Student's name, birthdate, gender, height, weight, graduation year and school district assigned school identification.

5. Modification, duration, and termination provisions – The above referenced PII can only be modified by the schools' designated users within the school district. Modification includes editing of PII as well as removal of information from the school wide data base.

6. Data access provisions – Access is restricted to designated personnel of relevant schools within the school district. Polar personnel have access solely for the purposes of troubleshooting and training school district personnel.

7. Data disclosure provisions, as aligned to FERPA (see above), COPPA, CIPA, and PPRA: Not applicable due to the nature of Polar GoFit license services.

8. Indemnification and warranty provisions - Not applicable due to nature of PolarGofit license services.

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