



LAST REVISED: December 12, 2011

PRIVACY POLICY

Your privacy is important to us at POGIL. As part of our efforts to make your POGIL experience as user-friendly and enjoyable as possible, we may collect and use certain information you provide to us. This Privacy Policy addresses the collection, use, and disclosure of information that POGIL may gather during your POGIL experience, including when you access or use the POGIL Website. **UNLESS OTHERWISE DEFINED IN THIS PRIVACY POLICY, TERMS USED IN THIS PRIVACY POLICY HAVE THE SAME MEANINGS AS IN THE TERMS OF USE.**

Please review this entire policy to learn the types of information POGIL gathers, how POGIL uses that information, what information is disclosed to what third parties, and how POGIL safeguards your information. As used in this Privacy Policy, the terms “use,” “using,” “process,” and “processing” information include using cookies on a computer, subjecting the information to statistical or other analysis, and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing, and transferring information within POGIL or among its affiliates within the United States or internationally.

Please also check back periodically as this Privacy Policy may change from time to time. We will notify you of any material changes by posting the revised Privacy Policy on the POGIL Website. The information POGIL gathers is and will be subject to the Privacy Policy in effect at the time the information is gathered. Should you have any questions or concerns at any time, please feel free to contact us.

This Privacy Policy applies only to the POGIL Website and services offered by POGIL. This Privacy Policy does not apply to any Websites managed, maintained, and/or hosted by third parties that you may visit, e.g., via a link on the POGIL Website or on a Website maintained by any third party. POGIL does not control the privacy policies of other Websites to which we may provide hyperlinks. We encourage you to learn more about the online privacy and data security policies of third-party Websites directly from such third parties, as their policies may differ from POGIL’s.

By submitting your information to us and by using the POGIL Website and services, POGIL will assume that you have read, understood, and consent to this Privacy Policy and POGIL’s Terms of Use. The Terms of Use, together with all amendments and documents incorporated therein by reference (including this Privacy Policy) is referred to as the “Agreement.” By submitting your information to us and by using the POGIL Website and services, POGIL will assume that you consent to POGIL’s use of your information and data as

described in the Agreement. If you do not consent, you should not access or use the POGIL Website or services.

1. Information POGIL Collects

(a) Personal Information and Non-Identifying Information

When you register to become a member of the POGIL Website by creating a username and password (“Member”), we will ask you for personally identifiable information. This refers to information about you that can be used to contact or identify you (“Personal Information”). Personal Information includes, but is not limited to, your name, username, phone number, credit card or other billing information, e-mail address and home and business postal addresses, and any other information that you decide to provide to POGIL that could be used to personally identify you. We use your Personal Information for business purposes which mainly include operating the POGIL Website, registering users to the POGIL Project as Members, providing services to Members, and responding to correspondence from you.

We also collect other information that you provide as part of registration and the administration and personalization of your account with us (e.g., without limitation, zip code (on its own), gender, age, and individual preferences) (“Non-Identifying Information”). Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the POGIL Website and services to you, complete your transactions, and respond to correspondence from you. For example, we may collect information regarding your access to and use of the POGIL Website, such as whether or not you have registered for an event. We use such information solely in accordance with this Privacy Policy. We may also use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your account information.

We may also combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other users to attempt to provide you with a better experience, to improve the quality and value of the POGIL Website and services, and to analyze and understand how the POGIL Website and services are used.

(b) Log Data

When you visit the POGIL Website, whether as a Member or a non-registered user just browsing, our servers automatically record information that your browser sends whenever you visit a website (“Log Data”). This Log Data may include information such as your Internet Service Provider (“ISP”); your computer’s Internet Protocol (“IP”) address, browser type, and

operating system; referring/exit pages; clickstream data; pages of the POGIL Website that you visit, the time spent on those pages, information you search for on the POGIL Website, access times and dates; and other statistics. We use this information to monitor and analyze use of the POGIL Website and services, for technical administration of the POGIL Website and services, to increase the functionality and user-friendliness of the POGIL Website and services, and to better tailor the entire POGIL experience to users' needs. For example, some of this information is collected so that when you visit the POGIL Website again, it will recognize you and serve advertisements and other information appropriate to your interests. We may also use this information to verify that visitors to the POGIL Website meet the criteria required to process their requests.

We do not treat Log Data as Personal Information or use it in association with other Personal Information, though we may aggregate, analyze, and evaluate such information for the same purposes as stated above regarding other Non-Identifying Information.

2. Collection of Information

POGIL may use a number of different techniques and technologies to collect Personal Information, Non-Identifying Information, and Log Data. For example, POGIL may use cookies, log files, clear gifs, pixel tags, and/or other technology used to monitor your POGIL experience.

(a) Collection of Personal Information and Non-Identifying Information

As is regular practice on many company Websites, the POGIL Website uses cookies and other technologies to help us understand which parts of our POGIL Website are more popular and how much time users spend there. A cookie is a small amount of data that is sent to your browser from a Web server and is stored on your computer's hard drive. Cookies allow you to enter your password less frequently during an online session. To the extent that POGIL operates multiple Websites, we may use a separate cookie to track each site's aggregated page information, which tells us which features are most interesting to users. The cookies that the POGIL website uses do not store Personal Information, but they may store Non-Identifying Information. Since cookies are now used as industry standard, most Web browsers automatically accept cookies, but you can usually change your browser to decline them. If you prefer not to enable cookies, you may choose to disable them; however, please note that certain features on the POGIL Website will not be available to you once cookies are disabled.

When you access content through the POGIL Website, you will be accessing POGIL's central server and not your personal computing device or other hardware. The POGIL Website will not at any time expose any files or personal information on your personal computing device or other hardware to POGIL or other third parties or otherwise enable POGIL or any other third party to have direct access to any of the files or personal information on your personal computing device or other hardware.

POGIL and its service providers use Secure Sockets Layer (SSL) encryption on all Web pages of the POGIL Website where Personal Information is required to effect a monetary transaction. POGIL and its service providers use SSL encryption and otherwise exercise

reasonable care in providing secure transmission of information from your personal computing device to our servers and ensuring the security of your information on our systems. To make purchases from POGIL, you must use an SSL-enabled browser to protect the confidentiality of your personal and credit card information while it is transmitted over the Internet. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we take steps to protect your information, POGIL cannot ensure or warrant the security of any information you transmit to us, and you do so entirely at your own risk.

Please note that if you use any bulletin board, chat room, comment posting feature, or other public communication service, forum, or feature offered through the POGIL Website or services, or post any information available for viewing by other users, any of the information that you share will be visible to other users. The information that you make available can be read, used, and collected by other users to send you unsolicited messages outside of the POGIL Website and services. POGIL is not responsible for the manner in which the Personal Information that you decide to share will be used by other users.

(b) Collection of Log Data

Log Data is collected automatically by the POGIL Website servers and related software. Because the POGIL Website automatically collects Log Data for all users that visit the POGIL Website, your POGIL Website session will be tracked. Because we do not match Log Data with Personal Information, you can browse those areas of our POGIL Website without entering any Personal Information and, therefore, remain anonymous during your visit.

Additionally, in some of our e-mail messages, POGIL may use a "click-through URL" linked to content on the POGIL Website. When a user clicks onto one of these URLs, the user will pass through our Web server before arriving at the destination Web page. POGIL tracks this click-through data to help use determine user interest in certain subject matter and measure the effectiveness of these user communications. You can avoid being tracked in this way by not clicking text or graphic links in e-mails from POGIL.

Finally, we may use clear gifs or pixel tags, which are tiny graphic images in order: (i) to advise us of what parts of the POGIL Website users have visited, (i) to measure the effectiveness of any searches users perform on the POGIL Website, and (iii) to enable us to send e-mails in a format that users can read and tell us whether such e-mails have been opened in order to ensure us that we are sending messages that are of interest to users.

3. Use and Sharing of Information by POGIL

The user information that POGIL collects may be added to our databases and used for business purposes, including for marketing and promotional purposes, for a statistical analysis of users' behavior, for product development, for content improvement, or to customize the content and layout of our POGIL Website. In addition, POGIL will, on occasion, send e-mails to you about our services or third-party products. If you do not want to receive e-mail from us, visit the "Opt Out" link at the bottom of any POGIL e-mail to remove yourself from continued receipt of e-mail messages or send an e-mail to us at pogil@pogil.org.

POGIL's policy is not to share the user information it collects with third parties other than as specified below, or where a user explicitly requests that we share information with a third party. We may share user information with third parties under the following circumstances:

(a) Business Partners and Service Providers

We work closely with certain business partners and service providers and we may provider user information to our business partners and service members so that they can provide services to you. For example, we may provide user information to our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe may be of interest to you. We may also employ third party companies and individuals for any of the following: to facilitate the POGIL Website or services; to provide the POGIL Website or services on our behalf; to perform related services, including without limitation, maintenance services, database management, fulfillment, web analytics, and improvement of the features or functionality; or to assist us in analyzing how the POGIL Website or services are being used.

You may avoid having POGIL share your information with its business partners and service providers by not granting POGIL permission to share your information. Not granting POGIL permission to share your information with its business partners or service providers may limit your access to their services through the POGIL Website.

(b) Business Transfers

As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, a sale of assets, or bankruptcy. In such transactions, information about users generally is often a transferred business asset. In the event that POGIL itself of substantially all of POGIL's assets are acquired, information about our users may be one of the transferred assets.

(a) Compliance with Law and Protection of POGIL and Others

We may release user information when we believe, in our sole discretion, that release is appropriate: to comply with the law, including but not limited to, in response to a subpoena served on POGIL; to enforce or apply the Agreement, including the Terms of Use and other agreements, rules, and policies; to protect the rights, property, or safety of POGIL, our users, our Members, or others; or to prevent activity that we believe, in our sole discretion, may be or may become illegal, unethical, or legally actionable (including exchanging user information with other companies and organizations for fraud protection).

(b) Aggregate Site Use Information

We may release aggregate user information (without revealing any Personal Information about you) to advertisers and other third parties in order to promote or describe use of the POGIL Website or services.

4. International Transfer

Your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, POGIL transfers Personal Information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

5. Changing or Deleting Your Information

All Members may review, update, correct, or delete the Personal Information in their registration profile by contacting us. If you completely delete all such information, your account may become deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes.

6. Security

We are very concerned with safeguarding your information. We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via e-mail or conspicuous posting on the POGIL Website in the most expedient time possible and without unreasonable delay, as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

7. Children’s Privacy

We are committed to protecting the privacy of children. Under the terms of the Agreement, Members must be at least thirteen (13) years old. For the avoidance of doubt, in accordance with the Children's Online Privacy Protection Act of 1998 (<http://www.ftc.gov/ogc/coppal.htm>), the POGIL Website and services are not intended or designed to attract children under the age of thirteen (13). If POGIL believes that you are under the age of thirteen (13) or that you are not old enough to consent to and be legally bound by the Agreement, POGIL may, at any time, in its sole discretion, and with or without notice: (i) terminate your access to or use of the POGIL Website or services (or any portion, aspect, or feature of them), or (ii) delete any content or information that you have posted on the POGIL Website. Contacting Us

If you have any questions about this Privacy Policy, please contact us at pogil@pogil.org.