



PRIVACY POLICY
LAST UPDATED: SEPTEMBER 30, 2020

ABOUT VE. Formed as an extension of an earlier (1995-2009) curriculum-based, career and technical education program for grades 11-12 operated by the Board of Education of the City School District of the City of New York, Virtual Enterprises International, Inc.'s ("**VE**") mission is to continue to provide secondary and post-secondary schools and students (middle school, high school and college) across the United States with: (1) an applied learning instructional model for career readiness, entrepreneurship, financial literacy, economics, business and technology and (2) opportunities for the students to engage in real-world learning activities which develop skills in technology, problem solving, communication, teamwork and information analysis and are key to successful careers, including internships, business plan competitions, trade fairs and professional workshops, with special attention afforded to schools and students in underserved communities.

YOUR PRIVACY IS IMPORTANT TO US. VE is committed to:

- Respecting your privacy,
- Protecting the confidentiality of your personal information and
- Collecting, storing, using and/or processing your information in compliance with this Privacy Policy ("**Privacy Policy**"), all applicable federal and state data privacy laws, including, but not limited to, the Children's Online Privacy Protection Act of 1998, the Family Educational Rights and Privacy Act (U.S. Code 1232g), NYS Education Law Section 2-d, and all rules and regulations promulgated thereunder.

PLEASE READ THIS PRIVACY POLICY AND VE'S TERMS OF USE CAREFULLY BEFORE YOU:

- VISIT AND/OR USE THE VE WEBSITE (at veinternational.org), THE VE HUB (at “hub.veinternational.org”), ALL SUBPAGES THERETO AND ALL VE ONLINE PROGRAMMING, MATERIALS AND SERVICES THEREIN (COLLECTIVELY, THE “VE HUB AND WEBSITE”) AND/OR
- OTHERWISE PROVIDE VE WITH YOUR INFORMATION.

PLEASE ALSO VISIT THIS PRIVACY POLICY REGULARLY AS VE MAY CHANGE, ADD TO, REMOVE PORTIONS OF OR OTHERWISE UPDATE IT FROM TIME TO TIME. ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING.

BY VISITING AND/OR USING THE VE HUB AND WEBSITE, DONATING TO VE, OR USING THE VE PROGRAMMING, MATERIALS OR SERVICES, YOU ARE INDICATING:

- YOUR REVIEW AND ACCEPTANCE OF THIS PRIVACY POLICY AND VE’S TERMS OF USE, AS EACH MAY BE CHANGED, MODIFIED OR UPDATED
- YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS PRIVACY POLICY AND VE’S TERMS OF USE CURRENT AT THE TIME OF YOUR ACTIVITY AND
- YOUR AGREEMENT TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS CURRENT AT THE TIME OF YOUR ACTIVITY.

PURPOSES OF THIS PRIVACY POLICY. This Privacy Policy explains:

- what information we may gather from you when you visit and/or use the VE HUB AND WEBSITE;
- how we may use and disclose any information you give us, by whatever means;
- how we may share this information; and
- how to contact us if you have any questions, complaints or if you want to discuss your rights and choices with respect to your Personal Information.

SECURITY. VE uses a variety of industry standard measures (physical, administrative and technological safeguards, including firewalls, passwords and encryption of Personal Information) to protect your information from unauthorized access and to reduce the risk of loss, misuse, or alteration of your Personal Information while under our control.

Additionally, VE limits access to your Personal Information to only those officers and employees of VE and other third parties that need such access to carry out VE's educational operations and mission. All such third parties will be obligated to comply with this Privacy Policy, all applicable federal and state laws and regulations governing confidentiality of Personal Information, and such other confidentiality, privacy and security requirements as VE deems appropriate. Further all VE officers and employees with access to your Personal Information receive appropriate training with respect to the requirements of this Privacy Policy and the federal and state laws and regulations governing confidentiality of such data prior to receiving such access.

INFORMATION COLLECTION, GENERALLY. VE may collect information from you when you visit and/or use the VE HUB AND WEBSITE, when you donate to VE or use the VE programming, materials or services. The type of information VE collects (personal or non-personal information) can vary depending on how and why you access and use the VE HUB AND WEBSITE, including VE's programming, materials and services. You may also provide information to VE in other electronic, written or oral communications.

LOGGING AND COOKIES. The VE HUB AND WEBSITE and the VE service providers, including our and their servers, automatically record logging information that the browser sends and may use "cookies" and "web beacons".

This information is typically non-personally identifiable information, like your internet protocol address, operating system, browser type, pages viewed, how much time you spend on a page or at the VE HUB AND WEBSITE overall, links you clicked, activity information, and suspected geographic location.

The use of cookies and web beacons is now industry standard and allows VE to personalize and improve your experience and improve the programming, materials and services VE provides you. It also allows VE to improve its network management and security.

By using the VE HUB AND WEBSITE you are consenting to our and our service providers' use of cookies and web beacons. **If you do not agree to VE's and/or its service providers' placing of cookies and/or web beacons, you must discontinue your use of the VE HUB AND WEBSITE or configure your browser to reject cookies.**

PERSONAL INFORMATION VE MAY COLLECT.

When you:

- (1) use the VE HUB AND WEBSITE, including our programming, services and materials, and/or
- (2) participate in surveys, contests and/or competitions, and/or
- (3) otherwise submit information to VE, including but not limited to by registering for an event or making a donation,

whether as a student, teacher, donor, or other user or partner of VE, you may be asked to submit personal information that could be used to uniquely identify or contact you ("**Personal Information**"). Personal information may include, but is not limited to:

- (1) your name,
- (2) your phone number,
- (3) your physical address,
- (4) your e-mail address,
- (5) your billing and payment information, including credit card number and expiration date,
- (6) your programming, services and product preferences, and
- (7) your site preferences and likes/dislikes related to the same.

VE **does not** request Personal Information via telemarketing. If you are contacted in this manner and your Personal Information is requested on VE's behalf, do not respond and, as applicable, delete the communication or disconnect the call. Any such contact is not from VE.

Except as otherwise provided in this Privacy Policy, all Personal Information is retained consistent with applicable laws and regulations for as long as you allow VE to retain your data or as otherwise necessary to carry out this Privacy Policy and VE operations and mission (for example, if you are a student we retain your information during the class year and an archived copy of such information may be retained for legitimate educational purposes consistent with VE's mission and applicable laws and regulations for a period of up to three years following the end of the applicable class year).

By submitting your Personal Information to VE, whether through the VE HUB AND WEBSITE or otherwise, you are acknowledging that you have read, understand and accept this Privacy Policy and agree, without limitation or qualification, to be bound by this Privacy Policy. **If you do not agree to be bound by this Privacy Policy please do not submit any Personal Information to VE.**

WHAT VE DOES WITH YOUR INFORMATION.

VE **does not** trade, sell or rent your Personal Information.

VE may use your Personal Information and non-personal information for educational purposes to:

- (1) provide to you VE educational programming, services, materials and content;
- (2) administer, support and improve your use of the VE HUB AND WEBSITE, including using aggregated and/or de-identified information to improve student outcomes;
- (3) using aggregated and/or de-identified information, to analyze how you interact with and use our programming, services and materials, as well as their efficacy, in order to improve the programming, services and materials we provide to you;
- (4) fulfill requests you may make, including process your event registration(s) or donation(s) consistent with your request;
- (5) provide you with relevant information about VE and our partners that you might find useful or interesting (including newsletters, marketing and promotional materials and other service announcements and information), provided that VE will not, consistent with applicable laws and regulations, market products or services to students;
- (6) acknowledge donations for tax and other purposes (such as in mailings, event invitations, on the VE HUB AND WEBSITE, unless you specifically requested anonymity); and
- (7) perform other reasonable educational and/or business activities consistent with applicable laws and regulations.

DOES VE SHARE YOUR INFORMATION? VE **does not** disclose or share your information (whether Personal Information or non-personal/non-identifying information) **except as** set out below:

- (1) You (or if you are a student, your school or school district, parent or guardian) has provided your written consent specifying the Personal Information to be released, the reasons for such release, to whom it will be released (if the Personal Information being released is your photograph, film or videotape please use this **Consent Form [hyperlink to Consent Form]** to provide your consent);

(2) Aggregate or de-identified information that is not associated with an identifiable individual may be shared for:

- research purposes (including industry analysis and demographic profiling) and/or
- to enhance and promote VE's products and services.

For example, VE may share aggregated or de-identified information with: (i) a research firm or individual academic researchers to explore how the VE HUB AND WEBSITE, including VE's programming, materials and services, are being used and how such data can be used to enhance their functionalities to better support VE's students, teachers, clients and other partners; or (ii) potential clients to demonstrate the benefits of the VE HUB AND WEBSITE, including VE's programming, materials and services.

(3) Personal Information may be shared with third-party service providers, vendors and/or other organizations and partners engaged by VE (collectively, "**Third Parties**") to provide services on VE's behalf related to the VE HUB AND WEBSITE, including VE'S programming, materials and services (including, without limitation, maintenance, hosting and database management services, web and data analytics, payment processing and administration, fraud screening, customer and fulfillment support). These Third Parties will have access to your Personal Information only to the extent necessary to perform their tasks on VE'S behalf and will be obligated to handle and process the Personal Information in accordance with VE'S instructions, this Privacy Policy, all applicable federal and state laws and regulations and any other confidentiality, privacy and security requirements VE deems appropriate. Please note that these Third Parties may have their own privacy policies and data collection and disclosure practices. VE **is not** responsible for the privacy, data collection and disclosure practices of any Third Party. VE encourages you to be aware when you leave the VE HUB and WEBSITE and to read the privacy statements of each Third Party and their website. **By using the VE HUB AND WEBSITE, you agree to allow these Third Parties to process your Personal Information on VE's behalf in accordance with this Privacy Policy.**

(4) VE in good faith believes that disclosure is reasonably necessary to protect the physical safety of VE students, teachers, clients, donors, directors, officers, employees, the public or any other person.

(5) VE in good faith believes that disclosure is reasonably necessary in order to comply with applicable laws, regulations, legal process, investigation or

governmental request (including tax collection and tax law enforcement requests) and VE notifies the school or district as appropriate under applicable laws and regulations.

- (6) VE in good faith believes that disclosure is reasonably necessary to investigate, prevent or stop any activity that may be or poses a risk of being, illegal, fraudulent, unethical, inappropriate or legally actionable.
- (7) VE in good faith believes that disclosure is reasonably necessary to protect VE's property and rights and those of the Third Parties, including intellectual property rights, including investigating and preventing potential violations of VE's policies (such as this Privacy Policy, its Terms of Use, etc).
- (8) VE in good faith believes that disclosure is reasonably necessary to complete, as permitted by law, a business sale, asset transfer, merger, acquisition or reorganization (in such event you will be notified via email and/or a prominent notice shall be placed on the VE HUB AND WEBSITE of any change in ownership or uses of your Personal Information, as well as any choices you may have regarding your Personal Information).
- (9) VE in good faith believes that disclosure is reasonably necessary to fix or debug problems with the VE HUB and WEBSITE, our programming and/or services and/or those of our Third Parties.

PARENTS BILL OF RIGHTS – PERSONAL INFORMATION OF STUDENTS, TEACHERS AND SCHOOLS. Protecting the privacy of the students, teachers and schools that participate in our programs is of utmost importance to VE. Student/teacher/participant Personal Information is:

- (1) used, retained and disclosed only for educational purposes and your benefit (including improving academic achievement and/or advancing efficient and effective operations of the VE educational programs and services consistent with our mission);
- (2) not sold, used, shared or disclosed for any marketing or commercial purposes (aggregated or de-identified (non-student specific) information may be used in accordance with the terms of this Privacy Policy (see **WHAT VE DOES WITH YOUR INFORMATION.**);
- (3) stored and maintained in a database in the United States and encrypted in transit and at rest;

- (4) deleted at the end of each class year except an archived copy of such information may be kept for legitimate educational purposes consistent with VE's mission and applicable laws and regulations for a period of up to three years following the end of the applicable class year;
- (5) disclosed or shared only consistent with the terms of this Privacy Policy (see **DOES VE SHARE YOUR INFORMATION?**), including:
- to third parties who need such access to carry out VE's educational operations and mission **and** who are obligated to comply with this Privacy Policy, all applicable federal and state laws and regulations governing confidentiality of Personal Information, and such other confidentiality, privacy and security requirements as VE deems appropriate; and
 - as required by statute or court order, in which event VE shall, unless prohibited by statute or court order, notify the applicable department, district board of education or educational institution of such disclosure in compliance with applicable laws and regulations.

Your school or school district may access, review, update, modify, correct and/or delete your student or teacher Personal Information consistent with this Privacy Policy (see **Your Rights and Choices**).

PERSONAL INFORMATION OF CHILDREN. Protecting the privacy of children is especially important to VE. VE does not knowingly collect, use or maintain Personal Information from children under the age of 13, unless and until VE has received consent and authorization from a school or district on behalf of the parents or guardians of the children under the age of 13.

If you are under 13, please do not use or visit the VE HUB AND WEBSITE nor provide any information about yourself to VE or on the VE HUB AND WEBSITE, including your name, address, telephone number, e-mail address, or any screen name or user name you may use, **unless** you have first provided a parental or guardian consent to such disclosures.

If VE learns it has collected or received Personal Information from a child under 13 without verification of parental or guardian consent, VE will delete that information as soon as practicable.

If you believe VE might have any Personal Information from or about a child under 13 without proper consent, please contact us (see **“Contact VE”** section of this Privacy Policy).

SENSITIVE DATA. VE does not generally collect personal data identified by data privacy laws as requiring special treatment (including in some circumstances the need to obtain explicit consent from you), such as racial or ethnic origin, political opinions, religious, philosophical or other similar beliefs, membership in a trade union, physical or mental health, biometric or genetic data, or criminal convictions and offenses and suspected criminal activities) (collectively, **“Sensitive Data”**) through the VE HUB AND WEBSITE or otherwise. In the limited circumstances where VE may collect such data, VE will do so in accordance with all applicable data privacy law requirements, which may include obtaining consent. **If you choose to provide VE with unsolicited Sensitive Data, you are consenting to VE using the Sensitive Data in accordance with this Privacy Policy, subject to the requirements of applicable laws and regulations.**

PERSONS RESIDING OUTSIDE THE UNITED STATES. VE is based in the United States of America, and does not actively seek to collect information from individuals who are located in the European Economic Area or other regions outside of the United States. Any Personal Information you may provide will be stored and maintained in a database in the United States. Data protection laws in the United States may not be equivalent to the laws in your country of residence.

CALIFORNIA RESIDENTS. For California residents, VE is committed to conducting its business in accordance with the principles set out in the California Civil Code and California Consumer Privacy Act (**“CCPA”**) in order to ensure your Personal Information is protected. If you reside in California below outlines your rights:

- (1) You have the right to opt-out of any sale of your Personal Information;
- (2) You have the right to view all Personal Information VE has about you;
- (3) You have the right to know how your Personal Information will be used;
- (4) You have the right to request deletion of your Personal Information, except that information which is required for the performance of a contract or transaction is exempt from deletion until such time as it is no longer required; and
- (5) You have the right to request the identity of any third parties to whom VE has disclosed Personal Information within the previous calendar year, along with the type of Personal Information disclosed, for the third parties' direct marketing purposes.

BREACHES OF PRIVACY - NOTICE AND DISCLAIMER. No electronic data storage mechanism or method of transmission over the Internet is 100% secure. Therefore, while VE strives to protect your Personal Information, it cannot guarantee or warrant the security of any information submitted to it, and any information you submit is at your own risk. Without limiting the foregoing, VE is not responsible for circumvention of any privacy settings or security measures it implements. **You are solely responsible for maintaining the secrecy of your password(s) and/or account information: remember not to divulge your password to anyone and to sign out of your account and close your browser window when you have finished.**

Should VE become aware of any breach of privacy that may implicate Personal Information or any unauthorized release of Personal Information, VE will promptly (but not more than seven (7) calendar days after the discovery of such breach) and in the most expedient and clear way possible notify you (or if you are a student, your school or district) of such breach or unauthorized release and shall take all appropriate actions, all in accordance with applicable laws, rules and regulations.

YOUR RIGHTS AND CHOICES. You (or if you are a student or teacher, your school or school district) may:

- access, review, update, modify, correct and/or delete your Personal Information,
- request any information you may be entitled to as a California resident and/or
- submit complaints about possible breaches or unauthorized releases by VE of Personal Information,

by contacting us as provided below (under the heading “**Contact VE**”). Requests may take up to 30 days to process.

When you contact us hereunder, you may be required to provide us details to verify your identity. VE **may not** accommodate a request to change or delete information if:

- it believes the change would violate any law, regulation or legal requirement,
- it believes the change would cause the information to be incorrect,
- VE is unable to verify your identity or

- VE received the information from a third party (such as a school or school district).

If you are a student or teacher and the data at issue is controlled by your school (i.e., VE's school client), VE may not be at liberty to accommodate a request to change or delete the information and you will need to contact your school directly to discuss your options.

If you completely delete your Personal Information, your account may be deactivated and VE may retain an archived copy of such information as required by law or regulation and as otherwise provided in this Privacy Policy for legitimate educational or business purposes consistent with VE's mission and applicable laws and regulations.

If you have registered as a user, you may also access, review, update, modify, correct and/or delete your Personal Information directly by editing your profile.

If you would like to change your e-mail preferences and opt out of receiving VE emails, you may also do so at any time by clicking the "unsubscribe" link at the bottom of each e-mail you receive from VE.

CONTACT VE. VE welcomes your comments and questions regarding this Privacy Policy, your requests regarding your Personal Information and any complaints about possible breaches or unauthorized release by VE of Personal Information. Please:

- e-mail us at info@veinternational.org or
- call us at 855-740-6555 or
- contact us at the following address: Virtual Enterprises International, 122 Amsterdam Avenue, New York, NY 10023

If you send an email or letter according to the above, please be sure to include your full name, address, phone number and email address and indicate specifically what you are requesting. We will take appropriate steps to implement your requests. Doing so may take up to thirty days.

GOVERNING LAW; VENUE. This Privacy Policy will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflict of laws. You hereby irrevocably consent to the exclusive personal jurisdiction of, and venue in, the state and federal courts located

in New York, New York, with respect to any disputes arising out of or relating to your use of the VE HUB AND WEBSITE and the VE programming, services, materials and content therein, and you hereby irrevocably waive all defenses of lack of personal jurisdiction and forum non-conveniens. Any cause of action or claim you may have arising out of or relating to the VE HUB AND WEBSITE and the VE programming, services, materials and content therein must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action or claim is permanently barred.

MISCELLANEOUS PROVISIONS. This Privacy Policy together with our Terms of Use constitute the complete and exclusive agreement between you and VE concerning your use of the VE HUB and WEBSITE, including the VE programming, materials and services and supersede all prior documents, negotiations and drafts with respect to such subject matter, whether written or oral. No provision of this Privacy Policy may be construed against either you or VE by reason of the drafting or preparation thereof. Nothing contained in this Privacy Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between VE and you. The failure of VE to enforce or exercise any right or provision hereof shall not operate as a waiver of such right or provision, nor shall VE's waiver of a breach of any provision hereof be taken or held to be a waiver of that provision at any other time. The section titles in this Privacy Policy are for convenience only and have no legal or contractual effect. This Privacy Policy operates to the fullest extent permissible by law. If any provision of this Privacy Policy is declared unlawful, void or unenforceable under any applicable law by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible to achieve to the greatest extent possible the original objectives of such provision and the remaining provisions will remain in full force and effect. All right or obligations of VE and you that, by their nature, should survive termination or expiration of the parties' relationship, will survive.