

Little Investigators Preschool respects your privacy like we care for your child, with care and caution. Safety and security are integral in everything we do, which is why we protect your family in person as well as your privacy online. And we support every family's situation fairly and equally because everyone is unique in their own way.

If you're interested in learning more, you may read the following detailed information about your privacy rights, our expectations about acceptable use of our website and our policy against discrimination of any kind.

## LITTLE INVESTIGATORS PRESCHOOL PRIVACY NOTICE

Last Updated October 21, 2020

Little Investigators Preschool aims to protect your privacy online the way we protect your family in person, with care and caution. We understand the need to protect and safeguard your sensitive information, and we maintain strict standards and procedures designed to prevent misuse of that information. This privacy notice ("**Privacy Notice**") constitutes an agreement between you and Little Investigators Preschool, Inc. or any other entity over which Little Investigators Preschool, Inc. has control (collectively, "**Little Investigators Preschool,**" "**us,**" "**our,**" or "**we**") and is part of **Little Investigators Preschool's Terms of Use.**

This Privacy Notice explains the categories of information that we collect, how we use that information, and how it applies when you access or use our websites, mobile applications, and services, both online and offline (collectively, the "**Site**"). Your privacy is important, and we encourage you to read this Privacy Notice carefully to understand how we collect and use your information.

**Consent.** By accessing this Site, registering with Little Investigators Preschool, creating a user profile on our Site, or submitting information to Little Investigators Preschool, you consent to this Privacy Notice and the collection and use of information as described herein. We will take reasonable steps to notify you and confirm that you agree at different stages of collecting your information. If you do not agree with our policies and practices, you may not be able to access or benefit from certain portions of this Site.

**Personal Information.** As used in this Privacy Notice, "**Personal Information**" means information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device, such as:

- identifiers (e.g., name, address, telephone number, email address)
- sensitive Personal Information (e.g., state identification number, insurance information, financial information)
- protected classification information (e.g., race, citizenship, marital status, medical condition, sex, veteran or military status)
- biometric information (e.g., biological characteristics, behavioral, fingerprints)
- internet or other similar activity (e.g., browsing history)
- employment-related information
- Nonpublic educational information, including information protected under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)
- commercial information (e.g., products or services purchased, commercial tendencies)

Personal Information does not include (a) publicly available information; (b) aggregate information, meaning data we collect about your use of the Website or about a group or category of services or users from which individual identities or other Personal Information has been removed; or (c) deidentified information that cannot be easily linked back to the individual.

**Lawful Basis.** We will only collect your Personal Information (a) when applicable, with your consent; or (b) if we have a legitimate interest in doing so. We only collect Personal Information about children with consent from a parent or guardian, as discussed in more detail below.

**How We Collect Your Personal Information.** We collect Personal Information directly from you, from third parties, and automatically from your use of the Site. The types of Personal Information we collect about you and the manner of collection depends on how you interact with Little Investigators Preschool, including the services, offers, and portions of our Site that you use. More specifically, we collect Personal Information:

*When you communicate with us, with consent.* We collect Personal Information directly from you with your consent when you contact Little Investigators Preschool online, in person, or via telephone or mail, participate in one of our surveys, take a tour, or submit an inquiry at one of our locations, including:

- **Identifiers.** We collect contact information, including your name, phone number, email address and marital status in order to communicate with you about our services, share schedules, menus, and other news, and to personalize those communications to you and your child.
- **User Generated Material.** Some features of our Site permit you to post comments, photos, or other content, subject to our Terms of Use. It is your decision whether to use these features, and any Personal Information or other content you post is provided by you voluntarily.

*When you register with Little Investigators Preschool, with consent.* When you fill out a Little Investigators Preschool form, submit an enrollment agreement, or register to use the Brightwheel parent portal, we will collect Personal Information about you and your child directly from you with your consent, including:

- **Identifiers; Employment-Related Information.** We collect contact information and other identifiers, including emergency contact and release information for your child, your driver's license, and other state identification numbers, as well as your current employment information.
- **Subsidy Status.** We may collect Personal Information about you or your child via state subsidy forms to determine eligibility for a state subsidy or discount program. We do not collect financial information in this manner.
- **Payment Information.** Little Investigators Preschool provides the option of paying for certain Little Investigators Preschool services via the payment feature on Brightwheel through a PCI-compliant payment processing Service Provider. However, Little Investigators Preschool does not collect or maintain any Payment Information. To make online payments, you or someone you authorize to make payments on your account may use Brightwheel to provide bank, credit card, or other payment-related information ("**Payment Information**") to our payment processing Service Provider. Your Payment Information is only used for billing purposes and to provide services.

*About your child directly from you, with consent.* Little Investigators Preschool must collect certain Personal Information about your child in order to provide you with the childcare services you request, including:

- Identifiers. We collect your child's name, age and date of birth, gender.
- Biometrics. We collect certain limited biometric information about your child, including their height, weight, eye color, ethnicity, and distinguishing marks.
- Health Information. We collect health information related to your child's care needs including allergies, medications, medical care provider, and immunization history, to the extent this information is volunteered by a parent/guardian. We collect this information to ensure that your child receives safe and appropriate care.

Little Investigators Preschool only collects Personal Information about children with consent from the child's parent or guardian. Please note that some of the Personal Information we collect about children is essential to providing a safe and healthy environment for the children in our care. As such, if you refuse to provide us with certain Personal Information about your child, or later withdraw your consent for Little Investigators Preschool to use certain Personal Information about your child, Little Investigators Preschool may not be able to provide you with childcare services.

*From your use of the Brightwheel Mobile App, with consent.* Little Investigators Preschool offers its families a mobile application (the "**Mobile App**") powered by Brightwheel ("**Brightwheel**"). If you choose to download and use the Mobile App, we may collect the following Personal Information:

- Identifiers. We collect your name, email address and other identifiers to save your profile.
- Photos and Videos. Childcare center staff may upload and share photos and videos of enrolled children, with limitations.
- User Generated Material. You have the option to upload photos and videos and to post comments via the Mobile App.
- Internet or Similar Network Activity. We collect information about your activity on Mobile App via the cookies that enable the Mobile App's features.

For more information about the mobile application, please see Little Investigators Preschool's Privacy Notice for Mobile App Users. Please note that the mobile application is not owned by Little Investigators Preschool and, as such, is governed by Brightwheel and Terms of Service.

*From third parties, with a legitimate interest.* Depending on your circumstances, Little Investigators Preschool may receive Personal Information about you from certain third parties. We collect this information to achieve our legitimate interest of making our services available to a broad array of customers. For example, we may receive Personal Information from:

- Your Employer. If you are offered Little Investigators Preschool services through your employer, we may receive employment-related information on your eligibility to use the services as well as identifiers like your contact information.
- Government Agencies. If you are eligible for a childcare subsidy, we may receive Personal Information from government agencies related to your eligibility or reporting information.
- Marketing Companies. From time to time we may work with marketing companies that provide us with contact information for individuals who have consented to receive marketing materials. You have the right to opt out of these communications at any time.

*Automatically from your use of the Site, with a legitimate interest.* We use website analytics and other technologies to collect internet or other similar network activity, including Personal Information and anonymous data, from your use of the Site. We collect this information to achieve our legitimate interest of maintaining and improving the Site and our services. The information we collect in this manner may include:

- Log Files. We use log files to automatically collect certain Personal Information including your Internet Protocol address, as well as anonymous technical information including data about your computer or other device, the type of browser or operating system your device uses, the programs, services, and version of software you use, and the address of any linking websites when you request a web page while visiting the Site.
- Cookies. Like most commercial websites, we use cookies to track use of our Site. Please read our Cookie Notice for more information about how we use cookies.

We may combine this information with the Personal Information you provide to us or merge it into aggregate information about Site visitors and traffic to analyze preferences, trends, and statistics.

**How We Use Your Personal Information.** We use your Personal Information for the purposes described at the time of collection and for other purposes with your consent and as permitted by law. Depending on your interactions with Little Investigators Preschool, we may use your Personal Information:

To provide you with Little Investigators Preschool services. We use your Personal Information to provide you with the Little Investigators Preschool services you have requested. As part of providing such services, we may use this Personal Information to:

- confirm your registration or enable you to use Brightwheel and other Site features.
- effectively communicate with you.
- ensure that your child is receiving safe and appropriate care.
- administer first aid and other medical care as necessary.
- comply with licensing regulations and other legal requirements.
- fulfill any other purpose for which you provide your information or provide your consent.

*Text messages.* By providing us with your wireless phone number, you consent to Little Investigators Preschool sending you informational text messages related to your childcare services. You can unsubscribe from text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges. Little Investigators Preschool does not send marketing communications by text message or engage in telemarketing activities.

*For our direct marketing efforts.* We may also use your Personal Information to communicate with you about our services that may be of interest to you in order to achieve our legitimate interest of direct marketing. As part of our direct marketing efforts, we may:

- respond to inquiries we receive from you.
- send you promotional messages, advertising, surveys, and other information that may be of interest to you.
- provide you with other information from and about Little Investigators Preschool or a business or organization with which we are associated.

Our direct marketing activities are based on your stated preferences or our profiling of your characteristics and preferences based on your interactions with the Site and information obtained from third parties. Little Investigators Preschool will only contact you in ways compatible with your communication choices.

*To create and maintain a trusted and safe childcare environment.* Little Investigators Preschool has a legitimate interest in creating and maintaining a trusted and safe childcare environment for its customers, their children, and Little Investigators Preschool employees. To that end, Little Investigators Preschool may use your Personal Information to:

- detect and prevent fraud, spam, abuse, security incidents, and other harmful activity.
- conduct security investigations and risk assessments.
- comply with Little Investigators Preschool's legal obligations and licensing requirements.
- protect your privacy, enforce this Privacy Notice, and Little Investigators Preschool's other policies.
- if we believe it is necessary, identify, contact, or bring legal action against persons or entities who may be causing injury to you, to Little Investigators Preschool, or to others.

*To maintain and improve the security and functionality of the Site.* We may process the Personal Information we collect automatically from your use of the Site to achieve our legitimate interest of maintaining and improving the security and functionality of the Site. We use this Personal Information to:

- personalize your user experience on the Site.
- ensure that our web pages appear and function properly.
- determine which website referred you to our Site.
- improve the Site, programs, products, services, and content.
- improve the performance of our advertising on other websites.
- send you service or support messages, updates, security alerts, and account notifications.

*For other purposes as permitted by law.* In addition to the specific uses and purposes described above, we might use information that we collect about you, including Personal Information, to:

- notify you about changes to the Site.
- protect our rights and property.
- comply with a law, regulation, legal process, or court order.
- fulfill any other purpose with your consent.

**This Site Is Not For Children.** This Site is designed for use by adults, not children. Little Investigators Preschool does not knowingly collect Personal Information from children under the age of 16 who may visit our Site, and we do not want to include any Personal Information about children in our databases without first obtaining parental consent. If you are under 16, do not use or provide any information on this Site or on or through any of its features, register on the Site, or provide any Personal Information about yourself to us, including your name, address, telephone number, email address, or any screen name or username you may use. If we learn we have collected or received Personal Information from a child under 16 without verified parent or guardian consent, we will delete that information. If you believe we might have any information from or about a child under 16, or if you become aware of any

unauthorized submission of information to Little Investigators Preschool, including children's information, please contact Little Investigators Preschool at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com) or (209) 879-9068.

**Security.** Little Investigators Preschool employs commercially appropriate and reasonable safeguards both online and offline to maintain the security, confidentiality, and integrity of Personal Information that we collect about you. Little Investigators Preschool maintains internal policies to govern the collection, processing, and handling of data, and restricts access to data to those employees who require such access to perform their job functions. We educate our employees about the importance of confidentiality and customer privacy through standard operating procedures.

*Data Security.* We use encryption to protect information online, and the servers that store your Personal Information are housed in a secure environment. We update and test our technology to improve the protection of our information about you and to assure the integrity of that information. Even so, no security measure is 100% perfect. We cannot guarantee the security of your information and do not assume any responsibility for the unauthorized use or access to your information under our control.

*Disclosure.* Vendors that provide us with various services (collectively, "**Service Providers**") may have access to your Personal Information while they are performing their contractual obligations. We prohibit our Service Providers from selling or disclosing the Personal Information we provide, and we require all Service Providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information.

Little Investigators Preschool does not sell Personal Information to third parties. However, from time to time, we may disclose Personal Information to third parties, in particular childcare center regulators or medical providers, for our bona fide business purposes. In addition, we may disclose Personal Information to third parties:

- if we have your consent to share the information.
- in an anonymized, deidentified or aggregated state.
- to detect, prevent, or address fraud, security, or technical issues.
- if we are required by federal, state, or local law to disclose the information or if we have a good faith belief that disclosure is necessary to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities.
- to exercise or defend our legal claims.
- in the event that we go through a business transition, such as a merger, acquisition by another company, or sale of a portion of our assets—any Personal Information you provide us may be a part of the assets transferred.

Little Investigators Preschool reserves the right to disclose aggregated information about our Site visitors and information that does not identify any individual, without restriction.

*Behavioral Advertising.* We allow some Service Providers to assist us with behavioral advertising by collecting and analyzing certain information when you visit our Site (e.g., click stream information, browser type, time and date, subject clicked or scrolled over). These Service Providers typically use a cookie or third-party web beacon to collect this information.

**Controlling Your Personal Information.** Little Investigators Preschool provides you the ability to exercise certain controls and choices regarding our collection, use and sharing of your information. In accordance with applicable law, your options to control your Personal Information may include:

- correcting, updating, and deleting the Personal Information in your account.
- changing the services in which you have enrolled.
- changing your preferences for how and what about we communicate with you.
- choosing whether to receive marketing communications from us, including promotions, surveys, and information about products and services that may be of interest to you.
- how the cookies we use interact with your browser.
- resetting your device's advertising identifier and/or opting out of interest-based ads.
- requesting access to the Personal Information we hold about you and requesting that we amend or delete it.

At any time, you may exercise any of these controls and choices, express concerns, lodge a complaint, or obtain additional information about the use of your Personal Information by contacting Little Investigators Preschool at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com) or (209) 879-9068.

You may also click the designated link at the bottom of any email you receive from Little Investigators Preschool to be removed from future email updates. We may take up to five days to fulfill any requests to remove or update your contact information. Please note that, even if you have opted out of receiving marketing communications from us, we may need to contact you to address questions or issues specific to the services you have requested.

**Notice to California Residents.** Please read our California Privacy Notice to learn more about the privacy rights available to California residents.

**Do Not Track Signals.** Do Not Track is a privacy preference that users can set in their web browsers. When a user turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the user. At this time Little Investigators Preschool's Site and applications do not respond to a Do Not Track signal in the HTTP header from your browser. For information about Do Not Track, visit [www.allaboutdnt.org](http://www.allaboutdnt.org).

**Social Networking.** If you access our Site from social networking websites (e.g., Facebook or Instagram), or if you otherwise agree to associate your account with us with a social networking website, we may also receive Personal Information about you from such social networking website. Our receipt of your Personal Information via a social networking website is governed by the terms of use and privacy policy of that website. We may retain this information with the information we collect from you directly. Our Site may include buttons that link to social network websites. Your use of these social networks is entirely optional and subject to the privacy policy and terms of use of the social networking website you choose to use.

**Third Party Websites.** This Privacy Notice applies only to information collected by Little Investigators Preschool. We may provide from our Site links to third-party websites as a service to our Site visitors, but we have no ability to control, and we are not responsible for, the privacy and data collection, use, and disclosure practices of third-party websites. When you click on links that take you to external websites, you will be subject to their privacy notices and practices and not ours. We encourage you to

review and understand the privacy notices of such websites before providing them with any information.

**Terms of Use.** Little Investigators Preschool's Terms of Use govern all matters not set forth in this Privacy Notice. We encourage you to familiarize yourself with our Terms of Use.

**Changes to this Notice.** Little Investigators Preschool reserves the right to modify this Privacy Notice at any time by updating this posting without notice. All changes are effective immediately when posted and apply to all access to and use of the Site. Your continued use of our Site following the posting of changes constitutes your acceptance of such changes.

**For More Information.** Please let us know if you have any questions or comments regarding this Privacy Notice or if you wish to exercise any of your rights over your Personal Information. You can contact us at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com) or (209) 879-9068.

## NON-DISCRIMINATION POLICY

At Little Investigators Preschool Education, we believe every child is a unique individual with varying needs, and we welcome the diversity that brings to our centers. All children deserve to be full members of their communities, to have the opportunity to learn and grow, and to experience a sense of belonging. Talk with the Center Director about your child's strengths and ways your child may need additional support before you enroll. If you have information or documentation about your child's needs, just let us know. Having it helps us provide the best possible care. Together, we will do our best to find positive solutions that support your child's safety, happiness, and health.

If you have any questions or concerns regarding the enrollment or care of your child, please contact the Center Director at (209) 879-9068.

For more information, or to request modifications, the Inclusion Services team can be reached through your Center or Site Director.

### Individualized Diabetes Care Plan

#### ***USDA Nondiscrimination (English)***

This institution is prohibited from discriminating on the basis of race, color, national origin, disability, age, sex and in some cases religion or political beliefs. The U.S. Department of Agriculture also prohibits discrimination based on race, color, national origin, sex, religious creed, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027), found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information

requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW

Washington, D.C. 20250-9410

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also in Spanish or call the [State Information/Hotline Numbers](#) (click the link for a listing of hotline numbers by State); found online at: [http://www.fns.usda.gov/snap/contact\\_info/hotlines.htm](http://www.fns.usda.gov/snap/contact_info/hotlines.htm). To file a complaint of discrimination regarding a program receiving Federal financial assistance through the U.S. Department of Health and Human Services (HHS), write: HHS Director, Office for Civil Rights, Room 515-F, 200 Independence Avenue, S.W., Washington, D.C. 20201 or call (202) 619-0403 (voice) or (800) 537-7697 (TTY). This institution is an equal opportunity provider.

### ***USDA Nondiscrimination (Spanish)***

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidad, edad, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA.

Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el Formulario de Denuncia de Discriminación del Programa del USDA, (AD-3027) que está disponible en línea en: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

(1) correo: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; o

(3) correo electrónico: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Esta institución es un proveedor que ofrece igualdad de oportunidades.

## TERMS OF USE

The below Terms of Use (“**Terms**”) are a binding contract between you and Little Investigators Preschool Education LLC and its affiliates, corporate parent(s), and subsidiaries, including but not limited to Little Investigators™ Preschool and any other entity over which Little Investigators Preschool, Inc. has control (collectively, “**Little Investigators Preschool**,” “**us**,” “**our**,” or “**we**”). These Terms, together with our Privacy Notice, govern your use of our websites, mobile applications, and services (collectively, the “**Site**”). Any terms we use in these Terms of Use without defining them have the definitions given to them in the Privacy Notice. Please note that additional, separate terms may apply to our services and programs.

### **THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND AN ARBITRATION PROVISION THAT GOVERNS ANY DISPUTES BETWEEN YOU AND LITTLE INVESTIGATORS PRESCHOOL.**

**Acceptance.** To access, browse, or use our Site, you must agree to be unconditionally bound by these Terms. You can accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in any agreement, electronic form, or the user interface for any service we offer, or by actually using the Site. These Terms will remain in effect while you use the Site. If you do not agree and accept these Terms, you may not use the Site, and you should immediately cease all usage of this Site. You must be of legal age and capacity to form a binding contract in order to accept the Terms. If you have any questions, comments, or concerns regarding these Terms or the Site, please contact us at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com) or (209) 879-9068.

**Consent to Do Business Online.** By accessing our Site, registering with Little Investigators Preschool, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (a) Little Investigators Preschool communicating with you electronically; (b) receiving all applications, notices, disclosures and authorizations (collectively, “**Records**”) from us electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. We will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide you with the Site. You must have a computer or other web-enabled device, connection to the internet, an active email account, and the ability to receive and read PDF files (such as Adobe® Acrobat® Reader) to conduct business with us electronically. You agree to be responsible for keeping your own Records. You may print or download Records from the Site and keep them for your own reference. If you require assistance with your Records or if you wish to receive records in paper format or to withdraw your consent to receiving electronic records from us, please contact [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com). Agreements and transactions executed prior to this request will remain valid and enforceable.

**Registration.** The Site offers features that allow you to register for Little Investigators Preschool’s programs and services. For example, you may use our Site to enroll your child in one of our childcare

programs, set up an account or sign up for electronic payments on our Brightwheel parent portal. If you register with us online, you will receive an email from Little Investigators Preschool confirming that you have completed the registration process. If you do not receive an email from us within a reasonable time period after you register, please contact us at (209) 879-9068. You are responsible for maintaining the confidentiality of your account and password, and you are responsible for all matters relating to your account and password.

**Communications from Little Investigators Preschool.** We may use your contact information to communicate with you about your use of our Site. For example, we may send you service announcements or administrative communications by email, phone, mail, or other means. We may send you marketing communications by email or mail. You understand that you receive these communications as part of your use of the Site. As part of our policy to provide you total privacy, we also provide you the option to opt out from receiving marketing communications from Little Investigators Preschool. However, you will not be able to opt out from receiving service announcements and administrative messages.

*Texting Consent.* By providing us with your wireless phone number, you consent to Little Investigators Preschool sending you informational text messages related to the products, services, or information you have requested from us. You can unsubscribe from text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.

**Mobile Applications.** Little Investigators Preschool offers its families a mobile application powered by Brightwheel. (“**Brightwheel**”). The mobile application is currently made available to you free of charge for your personal (noncommercial) use. Please note that the mobile application is not owned by Little Investigators Preschool and, as such, is governed by Brightwheel’s Privacy Policy and Terms of Service.

**Site Contents and Ownership.** Unless otherwise expressly indicated, the information contained on this Site, including but not limited to all images, illustrations, designs, photographs, video clips, text, icons, designs, written information, and other materials that appear on the Site are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed (collectively, the “**Contents**”) by Little Investigators Preschool and its affiliates, or are the property of their respective owners and are protected by U.S. and international copyright laws and conventions. The names and logos for Little Investigators™ and any other entity over which Little Investigators Preschool, Inc. has control are registered marks of Little Investigators Preschool, Inc. Some of the marks on our Site are registered trademarks or service marks owned by us or by our affiliates in the United States and other countries. Various other trademarks and service marks used on our Site are the property of their respective owners, and we use them with their consent. Little Investigators Preschool and the other licensors of the marks on our Site reserve all rights with respect to all Contents. The absence of a name or logo on the Site does not constitute a waiver of any intellectual property rights established in any of our Contents. The collection and compilation of the Contents are separately protected and copyrighted works owned exclusively by Little Investigators Preschool.

**Reports.** Little Investigators Preschool may, from time to time, deidentify the Personal Information (“**Deidentified Information**”) that we collect about you and combine it with others’ Deidentified Information in order to generate reports and studies. Little Investigators Preschool uses these reports and studies for internal purposes only. Any such reports or studies are the sole and exclusive property of Little Investigators Preschool. You hereby assign any rights you may have to such reports, studies, and

your Deidentified Information contained therein to Little Investigators Preschool in perpetuity throughout the world for any and all present or future uses in any and all languages and for no compensation. All Deidentified Information will be treated as nonconfidential and nonproprietary. Little Investigators Preschool shall be under no obligation of any kind with respect to such Deidentified Information and shall be free to reproduce, make derivative works from, use, disclose, and distribute the Reports to others without limitation. Additionally, Little Investigators Preschool may use any ideas, concepts, know-how, or techniques contained in generating reports or studies for any purpose whatsoever, including but not limited to developing, manufacturing, or marketing products incorporating such information.

**Your Use of the Site.** As a user of the Site, you have a revocable, nontransferable, nonexclusive license to access the Site, view information contained on the Site, and interact with the Site solely for your own personal use. You may not use the Site for any commercial purpose (other than for transacting business with Little Investigators Preschool) or for any unlawful or wrongful purpose. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the Site or any portion of it (including the Content) or use it in any manner not expressly authorized by these Terms of Use. You further agree not to copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Site. Tampering with the Site, conducting fraudulent activities on the Site and all other illegal activities are prohibited and may subject a user to legal action.

By using the Site and its features, you represent and warrant that (a) any information you submit to us is truthful and accurate; (b) you will maintain the accuracy of that information; and (c) your use of our Site and its features does not violate any applicable law, rule or regulation. Any information that you provide to us will also be subject to our Privacy Notice.

Little Investigators Preschool may grant third parties the right to “link” to the Site if the third party makes its request in writing. All third parties that have been granted rights to “link” to the Site must use the URL linking mechanism supplied by Little Investigators Preschool. Any alteration, change, modification, adjustment, or revision to a “link” must be approved by Little Investigators Preschool in writing prior to implementation.

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**Site Security.** You are strictly prohibited from violating or trying to violate the security features of the Site, such as by:

- accessing data not intended for you or logging onto a server or an account that you are not authorized to access.
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that you do so in writing.
- attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing” or “crashing.”
- sending unsolicited email, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

You hereby agree not to use any device, software or routine to interfere or try to interfere with the proper working of this Site or any activity being conducted on this Site. You further agree not to use or try to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents that we make available on this Site and other than the generally available third-party web browsers.

If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

**Links to Other Websites.** Links to websites from the Site are provided solely for your convenience. Little Investigators Preschool is not responsible for the content of any other websites, nor do we make any representations about the content or accuracy of material on any other websites. Inclusion of any linked website on our Site does not imply Little Investigators Preschool’s approval or endorsement of the website. If you click through to another website, you do so at your own risk. Please be aware that when you click on links that take you to external websites, you will be subject to their privacy policies and practices and not ours. We strongly encourage you to read their privacy notices. Any concerns regarding any such service or resource, or any hyperlink thereto, should be directed to the website’s owner or operator.

**Disclaimer of Warranty.** LITTLE INVESTIGATORS PRESCHOOL IS PROVIDING THIS SITE AND ITS CONTENT ON AN “AS IS” BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AS TO THE SITE OR ITS OPERATION OR CONTENT. ALTHOUGH WE BELIEVE THE CONTENT TO BE ACCURATE, COMPLETE, AND CURRENT, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE ON THE SERVICES IS ACCURATE, COMPLETE, OR CURRENT. LITTLE INVESTIGATORS PRESCHOOL CANNOT GUARANTEE OUR SITE’S AVAILABILITY AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM YOUR USE OF OUR SITE. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS FREE. YOU USE OUR SITE AT YOUR OWN RISK.

USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SITE SHALL BE AT YOUR OWN DISCRETION AND RISK. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF OUR SITE, FROM THE CONDUCT OF ANY USERS (WHETHER ONLINE OR OFFLINE), OR OTHERWISE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF (OR INABILITY TO USE) OUR SITE. WE WILL NOT BE LIABLE TO YOU IF YOU ARE UNABLE TO ACCESS INFORMATION THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM LITTLE INVESTIGATORS PRESCHOOL, ITS OFFICERS, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

**Limitation of Liability.** IN NO EVENT SHALL LITTLE INVESTIGATORS PRESCHOOL OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON RELATED TO OR ARISING OUT OF USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, FOR SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, PROFITS OR GOODWILL, BUSINESS INTERRUPTION, OR COMPUTER FAILURE OR MALFUNCTION, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS, ALL ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, COPYING, OR DISPLAY OF THE CONTENTS OF THIS SITE. THIS LIMITATION APPLIES TO ALL CLAIMS INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, STRICT LIABILITY, MISREPRESENTATION, PRODUCTS LIABILITY, VIOLATIONS OF LAW (INCLUDING REGULATIONS), NEGLIGENCE, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS.

Without limiting the foregoing provisions or the provisions of our Privacy Notice or any other agreement between you and Little Investigators Preschool, the limit on total cumulative liability owed by Little Investigators Preschool to you or any person for any claims arising from or relating to the Site shall be limited to a maximum of the amount you have paid Little Investigators Preschool for our services in the last 12 months.

**Indemnification.** YOU AGREE TO INDEMNIFY AND HOLD US, OUR SUBSIDIARIES AND OUR AFFILIATES, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS AND EMPLOYEES HARMLESS FROM ANY LOSS, LIABILITY, COST, EXPENSE, CLAIM, DAMAGES, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS FEES, DUE OR RELATING TO OR ARISING OUT OF (I) YOUR USE OF OUR SITE IN VIOLATION OF OUR TERMS, (II) YOUR BREACH OF OUR TERMS, OR (III) ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH IN OUR TERMS.

**Privacy Notice.** You acknowledge that you have read and understand our Privacy Notice . You may review our Privacy Notice at any time by visiting our Site and clicking on the Privacy Notice link on each Site.

**Terms of Use Revisions.** Little Investigators Preschool reserves the right to revise these Terms of Use by updating this posting without prior notice. If we revise these Terms of Use, we will notify you the next time you visit our website via a pop-up notification. You agree that in the event any portion of these Terms of Use are found to be unenforceable, the remainder of these Terms of Use shall remain in full force and effect and the otherwise unenforceable portion shall be amended so as to be enforceable to the greatest extent permitted by law. You agree to be bound by any such revisions. You are advised to periodically visit this page to determine the then current Terms of Use.

**Assignment.** You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Site accounts in any way (by operation of law or otherwise) without prior written consent from Little Investigators Preschool. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Governing Law.** Little Investigators Preschool controls and operates this Site from its offices within the United States. Claims relating to, including the use of this Site and the materials contained herein are governed by the laws of the United States and the State of California. If you choose to access this Site from another location, you do so on your own initiative and are responsible for compliance with applicable local laws.

**Dispute Resolution.** Our Terms will be construed, and their performance enforced, under the laws of the State of Delaware without reference to conflicts of law principles. Any dispute relating to our Terms or the Site shall be litigated only in a court having jurisdiction and venue in California, for state court causes of action and in the District of California for federal court causes of action. By using our Site, each user expressly consents to the exclusive jurisdiction of those courts. We may assign our Terms, in whole or in part, to an affiliated entity or to a third party without notice to our users. Any dispute or claim relating to or arising out of the Terms must be submitted to nonbinding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties agree to act in good faith in any such mediation and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator, and those mediators shall select a third mediator who shall act as the neutral mediator to assist the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its costs.

**Class Action Waiver.** YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST LITTLE INVESTIGATORS PRESCHOOL RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST LITTLE INVESTIGATORS PRESCHOOL OTHERWISE COMMENCED.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

## CALIFORNIA PRIVACY NOTICE

This California Privacy Notice supplements the information contained in Little Investigators Preschool's Privacy Notice and applies solely to Site visitors, users, and others who reside in the State of California ("**Consumers**"). We adopted this notice to comply with the California Consumer Privacy Act of 2018 ("**CCPA**"). Any terms defined in the CCPA have the same meaning when used in this notice.

Please note that certain exemptions and limitations apply to your rights and Little Investigators Preschool's obligations under the CCPA. These rights and requirements may not apply in certain situations depending on your relationship with Little Investigators Preschool, our other legal obligations, or as otherwise provided in the CCPA.

## **Personal Information We Collect.**

### Information You Provide to Us:

We receive and store any information you knowingly provide to us. For example, through the registration process and/or through your account settings, we may collect Personal Information such as your name, email address, phone number, and third-party account credentials (for example, your log-in credentials for Facebook or other third party sites). If you provide your third-party account credentials to us, you understand some content and/or information in those accounts (“Third Party Account Information”) may be transmitted into your account with us, and that Third Party Account Information transmitted to our Services is covered by this Privacy Policy. Certain information may be required to register with us or to take advantage of some of our features.

We may communicate with you if you’ve provided us the means to do so. For example, if you’ve given us your email address, we may send you promotional email offers on behalf of other businesses, or email you about your use of the Services. Also, we may receive a confirmation when you open an email from us. This confirmation helps us make our communications with you more interesting and improve our services. If you do not want to receive communications from us, please indicate your preference by choosing the “unsubscribe” option at the bottom of any email received from us.

### Information Collected Automatically

Whenever you interact with our Services, we automatically receive and record information on our server logs from your browser or device, which may include your IP address, device identification, “cookie” information, the type of browser and/or device you’re using to access our Services, and the page or feature you requested. “Cookies” are identifiers we transfer to your browser or device that allow us to recognize your browser or device and tell us how and when pages and features in our Services are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit your device’s acceptance of cookies, but this may prevent you from taking advantage of some of our features.

Also, if you click on a link to a third-party website or service, a third party may also transmit cookies to you. Again, this Privacy Policy does not cover the use of cookies by any third parties, and we aren’t responsible for their privacy policies and practices. Please be aware that cookies placed by third parties may continue to track your activities online even after you have left our Services, and those third parties may not honor “Do Not Track” requests you have set using your browser or device.

We may use this data to customize content for you that we think you might like, based on your usage patterns. We may also use it to improve the Services – for example, this data can tell us how often users use a particular feature of the Services, and we can use that knowledge to make the Services interesting to as many users as possible.

**Disclosing Personal Information.** Little Investigators Preschool may disclose Personal Information for a bona fide business purpose to the following categories of Third Parties:

- childcare center regulators.
- medical providers.

- law enforcement, regulatory and other governmental agencies.
- service providers or third parties.
- parent entities, affiliates, and subsidiaries.
- cookie information recipients, subject to their respective privacy notices.

**No Sale of Personal Information.** Little Investigators Preschool has not sold Personal Information in the preceding twelve (12) months. If Little Investigators Preschool ever chooses to sell Personal Information, you would have the right to opt out of the sale of your Personal Information.

**Your Rights and Choices.** The CCPA provides Consumers with specific rights regarding their Personal Information. The following paragraphs describe your CCPA rights and explain how to exercise those rights. Each of these rights is subject to our receipt of your verifiable consumer request (see Submit a Consumer Privacy Request).

**Right to Disclosure.** You have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months, such as:

- the categories of Personal Information we have collected about you.
- the categories of sources for the Personal Information we have collected about you.
- our business or commercial purpose for collecting or selling that Personal Information.
- the categories of third parties with whom we share that Personal Information.
- if we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing (i) sales, identifying the Personal Information categories that each category of recipient purchased; and (ii) disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

Little Investigators Preschool is only required to respond to two disclosure requests within a 12-month period.

**Right to Access.** You have the right to request that we provide you with access to specific pieces of Personal Information we have collected about you over the past 12 months (also called a data portability request). If you submit a right to access request, we will provide you with copies of the requested pieces of Personal Information in a portable and readily usable format. Please note that Little Investigators Preschool is prohibited by law from disclosing copies of certain pieces of Personal Information (e.g., government identification numbers, financial account information, and passwords or security questions and answers) because the disclosure would create a substantial, articulable, and unreasonable risk to the security of the information, our business systems, or your account. Little Investigators Preschool is only required by law to respond to two access requests within a 12-month period.

**Right to Deletion.** You have the right to request that we delete any of your Personal Information that we collected from you and retained, with certain exceptions. We may deny your deletion request if retaining the Personal Information is necessary for Little Investigators Preschool or our Service Providers to:

- complete the transaction for which we collected the Personal Information, provide a service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- debug products to identify and repair errors that impair existing intended functionality.
- comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- comply with a legal obligation.
- make other internal and lawful uses of that information that are compatible with the context in which you provided it.

**Little Investigators Preschool’s Response.** We endeavor to respond to a verifiable consumer request within 45 days of receipt. If we require more time, we will notify you in writing of the reason and extension period. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding receipt of the verifiable consumer request. If we cannot comply with part or all of your request, we will explain the reasons in our response.

We do not charge a fee to process or respond to your verifiable consumer privacy request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Authorized Agent.** You may make a verifiable consumer request on behalf of your minor child. Otherwise, only you, or a person you have designated in writing as your authorized agent or who is registered with the California Secretary of State to act on your behalf, or to whom you have provided power of attorney pursuant to California Probate Code sections 4000 to 4465 (“**Authorized Agent**”) may make a verifiable consumer request related to your Personal Information. If you wish to have an Authorized Agent make a verifiable consumer request on your behalf, they will need to provide us with sufficient written proof that you have designated them as your Authorized Agent, and we will still require you to provide sufficient information to allow us to reasonably verify that you are the person about whom we collected Personal Information.

**Nondiscrimination.** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by law, we will not do any of the following as a result of your having exercised your right under the CCPA:

- deny you goods or services.
- charge you different prices or rates for goods or services, including through granting discounts or other benefits or imposing penalties.
- provide you a different level or quality of goods or services.
- suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Other California Privacy Rights.** California Civil Code sections 1798.83-1798.84 entitles California residents to ask us for a notice that identifies the categories of Personal Information we share with affiliates and/or third parties for marketing purposes, and provides contact information for such affiliates and/or third parties. If you are a California resident and you would like to request a copy of this

Privacy Notice, please contact us at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com) with the subject line "Request for California Privacy Information."

**Changes to this California Privacy Notice.** We reserve the right to amend this California Privacy Notice at our discretion and at any time. When we make changes to this notice, we will post the updated notice on our website and update the effective date. Your continued use of our website following the posting of changes constitutes your acceptance of such changes.

**Contact Information.** If you have any questions or comments about this California Privacy Notice, the ways in which we collect and use your Personal Information, or your choices and rights regarding such use, or if you wish to exercise your rights under California law, please do not hesitate to contact us:

- using our online [Consumer Privacy Request](#).
- by email at [admissions@littleinvestigatorspreschool.com](mailto:admissions@littleinvestigatorspreschool.com)
- Call (209) 879-9068
- This Cookie Notice is an agreement between you and Little Investigators™ Preschool, Inc., or any other entity over which Little Investigators Preschool, Inc. has control (collectively, "Little Investigators Preschool", "us", "our," or "we") and, as part of the Little Investigators Preschool Terms of Use and Privacy Notice, specifically explains how Little Investigators Preschool deploys cookies, as well as the options you have to control them.

#### What Are Cookies?

Cookies are small pieces of data that are stored on your computer or other device when websites are loaded in a browser. Cookies are used to recognize your device and to store your preferences. Some cookies store your preferences for a single visit, while others store your preferences for multiple repeat visits. Cookies may be set by the website that you are visiting or by third parties to serve content or provide advertising or analytics services on the Site.

#### Where We Place Cookies

We set cookies on Little Investigators Preschool.com. We may also place cookies in the emails we send to our customers or Site users to track when the email is opened.