

**DUOLINGO  
INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that the Cambridge Public Schools is utilizing the services of Duolingo, an online language development application. I also understand that in connection with the use of this online application in my child's class, he/she may be posting his/her name, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Duolingo, and any of my child's Works that are posted on or through this website shall be managed and controlled by Duolingo in accordance with its website privacy policy and terms of use. I further acknowledge that I and my child have read the privacy policy and terms of service of Duolingo, copies of which are attached to this release. I also further acknowledge that if my child is under the age of thirteen (13), I am authorizing and consenting to the Cambridge Public Schools registering my child to participate in and have an account in this online application and for the Cambridge Public Schools to provide Duolingo with my email address and/or child's email address to Duolingo, in accordance with its privacy policy and terms of service requirements.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works for posting on Duolingo. I am also expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Duolingo, including without limitation, the posting of these Works on or through Duolingo. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through Duolingo.

By entering into this informed consent and release and granting the permission as stated herein, I am also releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being posted on or through Duolingo, and/or for my child participating and using Duolingo. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Child's Signature: \_\_\_\_\_ Homeroom Teacher: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Terms and Conditions of Service

## 1. General

The Duolingo website (“Website”) and mobile application (“App”) and related services (together with the Website, the “Service”), including our language proficiency testing services (the “Test Center”) are operated by Duolingo, Inc. (“Duolingo,” “us,” or “we”). Access and use of the Service is subject to the following Terms and Conditions of Service (“Terms and Conditions”). By accessing or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms and Conditions including any future modifications. Duolingo may amend, update or change these Terms and Conditions. If we do this, we will post a notice that we have made changes to these Terms and Conditions on the Website for at least 7 days after the changes are posted and will indicate at the bottom of the Terms and Conditions the date these terms were last revised. Any revisions to these Terms and Conditions will become effective the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Service after such changes. If you do not agree to abide by these Terms and Conditions, you are not authorized to use, access or participate in the Service.

## 2. Description of Website and Service

The Service allows users to (i) learn or practice a language while they translate content from the Web and elsewhere, (ii) submit material for translation by other users, and in some cases (iii) in some cases submit translated language courses or new language courses, and, when properly registered, (iv) take examinations in the Test Center. Users interested in learning or practicing a language are presented with different types of educational activities; while they perform these activities, they also generate valuable data such as translations of Web content. In some cases, the content you translate will have been submitted by a customer of Duolingo’s for translation. Your translation work will be used in combination with the work of others to complete that translation for which Duolingo may receive a fee or other consideration. Users interested in submitting material for translation, or submitting translated material or courses, may do so only if they comply with requirements set forth in these Terms and Conditions concerning the material submitted and use of the translation. Users who register with the Test Center may take examinations to test their language proficiency. Duolingo may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

## 3. Registration; Submission of Material for Translation; Course Contributor Submissions

In connection with registering for and using the Service, you agree (i) to provide accurate, current and complete information about you and/or your organization as requested by Duolingo; (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update any registration information you provide to Duolingo, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

Any material you submit for translation (“Translation Material”) must be your original work or material owned by you. You will not submit any other type of material as Translation Material. The Service is not intended to be used to translate confidential or sensitive documents or personal information and you agree not to submit Translation Material that includes any such information. By submitting Translation Material to the Service, you grant us a fully paid up, worldwide license to use the Translation Material in connection with the operation of the Service and agree that, among other things, this license will allow us to (i) create and use translations that are derivative works of the material, (ii) disclose part or all of the Translation Material and any translations to one or more users of the Service in connection with their use of the Services and (iii) make the Translation Material and any translations available on the Service as a teaching tool, to promote the service or for other purposes in connection with our operation of the Service. This means that all or part of your Translation Material and any translations may be indexed and available on search engines such as Google and Bing. You understand that other users will have access to Translation Material and that neither they or Duolingo have any obligation to you or anyone else to maintain the confidentiality of Translation Material. If we are able to complete a translation of any Translation Material you submit, we will provide you with a copy of the translation. As between us and you, you will own the copyright in any derivative work we create that is a translation of Translation Material you submit provided that you do not make or permit any commercial use of the translation. If you wish to make or permit commercial use of a translation, please contact us. You must have a separate agreement with us that expressly authorizes any commercial use of any translation produced by the Service before any such use occurs.

If you delete any Translation Material you submit from the Service we will in turn delete any translation tasks in progress and completed translations in the normal course of our operations. This may take up to thirty (30) days.

If you are or become a Course Contributor, you may offer to translate or have translated certain existing courses into other languages and you may offer to contribute new courses to the Service, as agreed between you and Duolingo on a case-by-case basis. Subject to any guidelines posted on the Service, you may perform any such translations or create any such courses in accordance with your own schedule and using your own facilities and resources. You are not required to become a Course Contributor and you may cease your activities as a Course Contributor at any time. You acknowledge that you do not desire and will not receive compensation for your activities as a Course Contributor or for our use of any Course Contributor Materials (as defined below) you submit. Any translation of an existing Duolingo

course you submit or have submitted and any new language course you submit or have submitted as a Course Contributor (collectively, "Course Contributor Materials") are owned by you (subject of course to us retaining ownership of the existing Duolingo course you translated). By submitting any Course Contributor Material, you grant us a fully paid up, royalty-free, perpetual, sublicensable license to reproduce, display, perform, modify, create derivative works of, distribute and otherwise use such Course Contributor Material in any manner.

## **4. Your Representations and Warranties**

You represent and warrant to Duolingo that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of the United States and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the United States and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including Translation Materials, Course Contributor Materials, and Activity Materials) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below. If you register with the Test Center, you further represent and warrant that the identification materials you submit to Duolingo are true and accurate representations of legal identification documents, issued to you by a government entity in accordance with local laws, and that you are registering for the Test Center for the express purpose of taking a language examination. You further represent and warrant that you will carefully safeguard your password, user name, and account information, will not share your password or user name with any third party, and will not allow any third party to access your Test Center account for any purpose.

## **5. Inappropriate Use**

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in Duolingo's sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose Duolingo or its users to any harm or liability of any kind. You will not use the Test Center to collect information about our testing process or to develop strategy, guides or other testing preparation material or a similar testing service.

## **6. Indemnification of Duolingo**

You agree to defend, indemnify and hold harmless Duolingo and its directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

## **7. App License**

Subject to the terms of these Terms and Conditions, Duolingo grants you a non-transferable, non-exclusive license to download, install, and use one copy of the App in object code form only on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of all or any portion of the App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the App or any part thereof. Duolingo and its licensors own and shall retain all intellectual property rights and other rights in and to the App, and any changes, modifications, or corrections thereto. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms and Conditions are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to Apps from the Apple App Store. You acknowledge and agree that these Terms and Conditions are solely between you and Duolingo, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and Conditions. You and Duolingo acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Duolingo acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Duolingo, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms and Conditions. You must comply with applicable third party terms of agreement when using the App. You and Duolingo acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions as they relate to your license of the App, and

that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

## **8. Refund Policy**

In the event of a Test Issue, Duolingo will, at its option, either (a) provide the user with a refund for the affected test, or (b) use reasonable efforts to resolve the Test Issue. For purposes of this Section, "Test Issue" means: (i) the inability to complete the test due to a failure in the Website or the App, or (ii) Test results are delivered more than 48 hours after the test is completed. Whether an issue constitutes a Test Issue will be determined by Duolingo in its reasonable discretion. The amount of any refund will depend on the nature of the Test Issue and will not exceed the total amount actually paid by the user for the affected test. To submit a valid claim for a refund, a user must (a) submit the Test Issue in writing to Duolingo within 24 hours after the Test Issue occurs, and respond to Duolingo's requests for information or cooperation, (b) not have directly or indirectly caused the Test Issue, and (c) have met all test requirements when taking the test prior to making a claim for a Test Issue.

## **9. NO REPRESENTATIONS OR WARRANTIES BY DUOLINGO**

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY DUOLINGO ARE PROVIDED TO YOU ON AN "AS IS" BASIS. DUOLINGO AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUOLINGO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **10. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY**

IN NO EVENT WILL DUOLINGO BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF DUOLINGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DUOLINGO'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO DUOLINGO FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

## **11. Termination**

Duolingo may terminate your access and use of the Service immediately at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your Duolingo account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Duolingo's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

## **12. Proprietary Rights in Service Content and Activity Materials**

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement (the "Service Content"), are

the proprietary property of Duolingo or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and Duolingo, all data, information and materials generated from your access and use of the educational activities made available on or through the Service, including translated content generated by you (collectively, the “Activity Materials”), shall be exclusively owned by Duolingo, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. Activity Materials will not include Translation Materials. By using the Service, you hereby assign to Duolingo any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of Duolingo or its licensors that are not expressly granted in these Terms and Conditions are reserved to Duolingo and its licensors.

## **13. Trademarks**

“Duolingo” and all other trademarks, service marks, graphics and logos used in connection with the Service are trademarks or service marks of Duolingo or their respective owners, and certain of them are registered with the United States Patent and Trademark Office. Access and use of the Service does not grant or provide you with the right or license to reproduce or otherwise use the Duolingo name or any Duolingo or third-party trademarks, service marks, graphics or logos.

## **14. Privacy**

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://www.duolingo.com/privacy>. By using the Service, you consent to the terms of the Privacy Policy.

## **15. Notice for Claims of Copyright Violations and Agent for Notice**

If you are a copyright owner and have a good faith belief that any material available through the service infringes upon your copyrights, you may submit a copyright infringement notification to Duolingo pursuant to the Digital Millennium Copyright Act by providing us with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please consult your legal counsel for further details or see 17 U.S.C. §512(c)(3). Duolingo's Agent for Notice of claims of copyright infringement can be reached as follows:

- By mail: 5533 Walnut Street, third floor, Pittsburgh PA 15232
- By email: [abuse@duolingo.com](mailto:abuse@duolingo.com)

## **16. Governing Law and Arbitration**

These Terms and Conditions, its subject matter and Duolingo's and your respective rights under these Terms and Conditions shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, United States of America, excluding the conflict of law provisions of that or any other jurisdiction. Any dispute arising between you and Duolingo will be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator in the County of Allegheny in the Commonwealth of Pennsylvania. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

## **17. Language**

This agreement was originally written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls.

## **18. Miscellaneous**

These Terms and Conditions constitute the entire agreement between Duolingo and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Duolingo or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Duolingo may assign its rights or obligations under these Terms and Conditions without condition. These Terms and

Conditions will be binding upon and will inure to the benefit of Duolingo and you, and Duolingo's and your respective successors and permitted assigns.

## **19. Temporary Restrictions on Users from the European Union**

Users within the European Union are not presently allowed to submit materials for translation or translated materials to Duolingo. While these users can continue to use the educational services offered through the Website, they will not be involved in the translation of any documents. If you submit a request for translation or translated materials to Duolingo, you thereby warrant and represent that you are not currently within the European Union, did not translate the document within the European Union, and will not be within the European Union when your translation request has been finalized.

Last revised on February 15th, 2016

# **Privacy Policy**

## **1. General**

At Duolingo, we know you care about your personal information, so we have prepared this privacy policy (our "Privacy Policy") to explain how we collect, use and share it. By using or accessing the Service, you agree to the terms of this Privacy Policy. Capitalized terms not defined here have the meanings set forth in the terms and conditions (the "Terms and Conditions"), located at <https://www.duolingo.com/terms>. We may update our Privacy Policy to reflect changes to our information practices. If we do this and the changes are material, we will post a notice that we have made changes to this Privacy Policy on the Website for at least 7 days after the changes are made, and we will indicate the date these terms were last revised at the bottom of the Privacy Policy. Any revisions to this Privacy Policy will become effective the earlier of (i) the end of that 7-day period or (ii) the first time you access or use the Service after any such changes.

## **2. Information We Collect**

When you use Duolingo you provide us with two types of information: (i) information you submit via the Service and (ii) information regarding your use of the Service collected by us as you interact with the Service.

When you enter the Website, we collect your browser type and your IP address (a unique address that identifies your computer on the Internet). When you use our mobile Application, we collect your device type, your device ID, and your IP address. In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that users are logged in. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you certain features available on the Website (e.g., customized delivery of information).

Through the registration process you may provide us with your name and email address, hometown, and other information that may be requested during the registration process. If you register for the Test Center, each time you take a test you must also provide a picture or scan of a current, valid driver's license, passport or other government issued ID and a picture of your face (a "Testing ID"). Your Testing ID will be stored for ninety (90) days after validation to help resolve any disputes.

When you use the Service you may submit information and content to your profile, generate Activity Data through engaging in educational activities on the Service, or send messages and otherwise transmit information to other users. We store this information so that we can provide you the Service and offer personalized features.

When you use the Service to take an examination in the Test Center you must provide access to your computer's webcam and microphone. We will use them to record you during the entire examination period ("Testing Video"). We store this recording to validate that you took the examination without improper assistance. While using the Test Center you will submit answers to questions and other information as part of the testing and evaluation process. We will store that information and use it to evaluate your performance on the test, to report results and to evaluate the usefulness, accuracy and other aspects of the Test Center.

We do not share your personal information with third-parties unless it is necessary to offer the Service or required by law (see below for specifics).

### **3. Use of Information Obtained by Duolingo**

We may use your contact information to send you notifications regarding new services offered by Duolingo that we think you may find valuable. Duolingo may also send you service-related announcements from time to time through the general operation of the Service. Generally, you may opt out of such emails.

Profile information is used by Duolingo to be presented back to and edited by you when you access the Service and to be presented to other users. In some cases, other users may be able to supplement your profile, including by submitting comments (which can be deleted by you).

Duolingo may use or share aggregate or anonymous data collected through the Service, including Activity Data, for purposes such as understanding or improving the service.

When you take a test in the Test Center, Duolingo will use your Testing ID, and other information available to Duolingo to validate your actual identity so that we may provide accurate testing results to Score Recipients (as defined below). During the test, we will use your PC's camera and microphone throughout the test to collect a Testing Video. Your User Testing ID will be compared to your Testing Video to ensure that the person who registered for the examination (and whose identity Duolingo has validated) is the same person who took the examination. Testing Video may also be used by our research team for examination validation and improvement purposes.

#### **4. Sharing Your Personally-Identifiable Information with Third Parties**

Duolingo shares your personally-identifiable information only when it is reasonably necessary to offer the Service, legally required, or permitted by you. For example:

We may provide personally-identifiable information to service providers who help us bring you the Service, such as hosting the Service at a co-location facility or sending email updates. In connection with these operations, our service providers may have access to personally-identifiable information for a limited time. When we utilize service providers for processing any personally-identifiable information, we implement reasonable contractual protections limiting the use of that personally-identifiable information to the provision of services to Duolingo.

We may be required to disclose personally-identifiable information in response to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. Additionally, we may share account or other personally-identifiable information when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Service or using the Duolingo name, or to prevent imminent harm. This may include sharing personally-identifiable information with other companies, lawyers, agents or government agencies.

Duolingo will share the complete and accurate results of Test Center examinations with such institutions, including universities, potential employers, or other third parties, (collectively, "Score Recipients") as you specify when you finish an examination. We will never share examination results with any party without your direction, except that anonymized examination results may be used by Duolingo and its partners to improve the examination and for research and analysis.

We will not share your Testing ID with any Score Recipients, except with your consent upon initiation of a dispute by a Score Recipient.

If the ownership of all or substantially all of the Duolingo business, or individual business units or assets owned by Duolingo that are related to the Service, were to change, your personally-identifiable information may be transferred to the new owner. In any such transfer of information, your personally-identifiable information would remain subject to this section.

## **5. Updating or Deleting Your Personally-Identifiable Information**

You have at all times the right to delete your account with Duolingo by following the instructions available through the Service. After your account is deleted we will retain aggregate or anonymous data collected through the Service, including Activity Data, which may be used by Duolingo and shared with third parties in any manner. Information associated with the Test Center, including examination results and your Testing Video, may be collectively deleted from your Duolingo account, but anonymized examination data, including your examination results and Testing Video, may be kept indefinitely by Duolingo to improve the examination and for research and analysis.

## **6. California Privacy Rights**

California Civil Code Section 1798.83 entitles residents of the State of California to request from a business, with whom that resident has an established business relationship, certain information regarding the types of personal information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. If you would like to request a copy of this information disclosure from Duolingo, please contact us at [testcenter-support@duolingo.com](mailto:testcenter-support@duolingo.com).

## **7. Links**

The Service may contain links to other websites. We are not responsible for the privacy practices of other websites. We encourage users to be aware when they leave the Service to read the privacy statements of other websites that collect personally identifiable information. This Privacy Policy applies only to information collected by Duolingo via the Service.

## **8. Information Security**

Duolingo has implemented administrative and technical safeguards it believes are sufficient to protect the confidentiality, integrity and availability of your Testing ID, User Photo, access credentials and Test Center results. However, we believe that a determined attacker with

sufficient resources could defeat those safeguards and may, as a result, gain access to the information we seek to protect.

## 9. **Do Not Track**

The Service is not designed to respond to “do not track” signals sent by some browsers.

## 10. **Contact us**

To understand more about our Privacy Policy, access your information, or ask questions about our privacy practices or issue a complaint, please contact us at [privacy@duolingo.com](mailto:privacy@duolingo.com)

Last revised on February 15, 2016.