

## Términos y condiciones de uso de la Herramienta RESPONDUS por parte del CEIE/UCJC

Respondus Monitor es un servicio basado en la nube (“Respondus Monitor Services”) y software (“Respondus Monitor Software”) que trabajan conjuntamente para proporcionar una herramienta de monitorización de alumnos por personal docente en el desarrollo de evaluaciones online, para ello se necesita capturar video y audio, así como otros datos identificativos.

Desde el Centro de Enseñanza e Investigación Educativa (CEIE) y la Universidad Camilo José Cela junto a la INSTITUCIÓN EDUCATIVA SEK nos preocupamos de la privacidad y la seguridad de tus datos personales, por ello junto a Respondus, quienes actúan de Encargado de Tratamiento de Datos sobre su herramienta, trabajamos para proteger la privacidad online de aquellos que utilizan Respondus Monitor.

Respondus Monitor utiliza los siguientes métodos para limitar el acceso a datos personales (como por ejemplo grabaciones de alumnos u otra información personal):

- Utilización de estándares de encriptación SSL (Secure Socket Lay) o TLS (Transport Layer Security) para transferir la información.
- La información identificable del alumno, incluyendo Nombre, Calificaciones, Nombre del curso y fotos mostradas en tarjetas identificativas solo podrán ser accesibles a través de la extensión del sistema de gestión de aprendizaje (Learning Management System – LMS en inglés), en este caso BlackBoard.
- Solo usuarios con credenciales de profesor para el curso LMS serán capaces de ver las sesiones de video junto a la información identificable del alumno.
- Las URLs de los videos son de “un solo uso” y no funcionarán si son copiados. Respondus utiliza proveedores externos de seguridad para realizar pruebas de penetración a los sistemas de Respondus Monitor. Esto incluye una revisión de la arquitectura de Respondus Monitor, así como pruebas de vulnerabilidades y exploits.
- Desafortunadamente, ninguna transmisión sobre Internet es 100% segura y no podemos garantizar la seguridad de cualquier información que pueda ser interceptada utilizando estos servicios. Aceptando estos “Términos y condiciones de uso”, aceptas el uso de Respondus Monitor bajo tu propio riesgo, aceptas que, en la medida máxima de lo permitido por la legislación aplicable, Respondus no será responsable si una brecha de seguridad ocurriese, si hay una mala funcionalidad del sitio web, o si hay información mal utilizada o administrada en detrimento del alumno o un tercero, ya sea por Respondus, por INSTITUCIÓN EDUCATIVA SEK o un tercero no autorizado.
- La utilización de Respondus Monitor requerirá grabar la actividad individual del alumno, tanto video como audio, en el desarrollo de las sesiones de evaluación. Otros datos relacionados con la actividad individual del alumno en el desarrollo de las sesiones de evaluación pueden ser también recogidos por Respondus Monitor, como por ejemplo el tiempo empleado por el alumno en responder una pregunta específica de la evaluación, etc. Las grabaciones pueden ser almacenadas por Respondus, Respondus Monitor puede analizar las grabaciones a través de procesos automáticos para generar información adicional, así como pasar por una fase de ‘pos-procesamiento’ automatizado que utiliza la tecnología de detección y reconocimiento facial para determinar comportamientos del alumno. En este paso de pos-procesamiento se

genera una "firma biométrica" del usuario que se utiliza temporalmente, pero la firma NO se almacena en el servidor de Respondus Monitor. Las grabaciones y datos originales pueden ser evaluados por profesores o personal del Centro de Enseñanza e Investigación Educativa y de la INSTITUCIÓN EDUCATIVA SEK para revisar, evaluar y analizar el rendimiento y la conducta del alumno. Las grabaciones y los datos pueden también ser utilizados para investigar las violaciones de conducta de los alumnos. El personal de Respondus no revisa ni analiza las grabaciones excepto si es requerido por resolver problemas técnicos, mejorar el rendimiento del sistema, modificar Respondus Monitor, investigar violaciones de estos "Términos y condiciones de uso", o si lo indica Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK.

- Cada alumno que accede al sistema tendrá un código único de identificación (ID) o 'username' y contraseña y accederá a través del LMS de Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK. El ID y contraseña será utilizado por los alumnos para transmitir grabaciones o datos al componente online de Respondus Monitor si es requerido por Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK como parte de la actividad de evaluación. Profesores y miembros del Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK podrán acceder a esas grabaciones y datos relacionados con los alumnos a través de Respondus Monitor. Se debe recordar la contraseña y compartirla con nadie para asegurar la seguridad y la privacidad.
- Muestras aleatorias de las grabaciones del video y/o audio pueden ser recabadas por Respondus Monitor y ser utilizadas por Respondus para mejorar las funcionalidades de Respondus Monitor para las instituciones y alumnos. Las grabaciones pueden ser compartidas con investigadores (instituciones de investigación y/o expertos biométricos) bajo contrato con Respondus para ayudar en la investigación, y estos investigadores están bajo obligación escrita de mantener las grabaciones de video y/o audio de forma confiable y bajo los términos estipulados en el presente documento. Ninguna información personal identificable de los alumnos es proporcionada con las grabaciones de video y/o audio a los investigadores, como el nombre del alumno, el nombre del curso, el Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK, las calificaciones, o las fotos identificativas del alumno como parte de la sesión de evaluación de Respondus Monitor. Más allá de los propósitos de investigación identificados anteriormente, Respondus no compartirá grabaciones o información personal identificable de ningún alumno en particular con terceras partes, a no ser que se requiera específicamente por el Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK.
- Respondus se reserva el derecho en todo momento de divulgar cualquier información o datos (incluyendo grabaciones y cualquier en la medida de la posible) almacenados por usted, el Centro de Enseñanza e Investigación Educativa o INSTITUCIÓN EDUCATIVA SEK o cualquier otro usuario según sea necesario, para cumplir con la ley, un reglamento o una solicitud gubernamental, o para editar o eliminar cualquier información o datos, en su totalidad o en parte, que, a criterio exclusivo de Respondus, infrinja estos Términos.

Usted es responsable de su conducta y actividades que surjan durante el uso de Respondus Monitor y de cualquier información o datos que proporcione a través de Respondus Monitor. El Centro de Enseñanza e Investigación Educativa y la INSTITUCIÓN EDUCATIVA SEK no se responsabilizan de ningún error, inexactitud, falta de utilidad, difamación, omisión, falsedad, obscenidad o material ofensivo en la información o datos proporcionados a Respondus Monitor

por los usuarios. También comprende que Centro de Enseñanza e Investigación Educativa y INSTITUCIÓN EDUCATIVA SEK no tiene la obligación de monitorear, preseleccionar ni aprobar previamente información o datos, pero que Centro de Enseñanza e Investigación Educativa y INSTITUCIÓN EDUCATIVA SEK no obstante tendrá el derecho (pero no la obligación) a su exclusivo criterio, de rechazar, eliminar o mover cualquier información o datos disponibles a través de Respondus Monitor, por cualquier motivo, incluida una violación de cualquiera de estos “Términos y condiciones de uso”

## INFORMACIÓN ADICIONAL SOBRE TÉRMINOS Y CONDICIONES GENERALES DE USO DE RESPONDUS

### STUDENT TERMS OF USE

These Terms of Use ("Terms"), which incorporate the Respondus Help Center Terms of Use ("Help Center Terms") included at the end of these Terms, are an agreement between you and Respondus, Inc. ("Respondus"), and between you and your learning institution, or your school ("your Institution"), regarding your use of Respondus Monitor®. By using Respondus Monitor, you agree to these Terms in full and that you are age 14 or older, or age 16 or older in the EEA.

Respondus Monitor is a cloud-based service ("Respondus Monitor Services") and software ("Respondus Monitor Software") (also collectively referred to in these Terms as "Respondus Monitor"), that work together to provide an online interactive database of video, audio, and other data captured during student assessment sessions for use in monitoring students.

The Respondus Help Center is a group of services ("Help Services") provided by Respondus, Inc. that enable users of LockDown Browser and Respondus Monitor to troubleshoot technical issues. The Help Services include, for example, a webcam check, system check, the ability to report an issue to Respondus, and links to a knowledge base and technical support.

### LICENSE REQUIREMENTS PROVIDED BY RESPONDUS

To the extent any terms below conflict with any terms under the REQUIREMENTS OF YOUR INSTITUTION above, the terms above shall govern with respect to your relationship with your Institution and the terms below shall govern with respect to your relationship with Respondus.

In addition, you acknowledge and understand that certain actions set forth in these Terms, which may be taken by Respondus (as outlined below), shall be taken at the direction of your Institution with Respondus acting as an agent of your Institution.

**LICENSE GRANT AND ONLINE USE.** If you accept these Terms and pay the required license fees to Respondus (if required by Respondus, at its discretion, as set forth below in the Section entitled FEES), you are granted a non-exclusive, non-transferable, non-assignable license to use Respondus Monitor subject to the conditions of these Terms. You may not modify, distribute, sell, or sublicense any part of Respondus Monitor. You may not reverse engineer or attempt to extract the source code of Respondus Monitor, unless laws prohibit those restrictions or you have written permission from Respondus. Respondus Monitor is licensed to you, not sold or transferred to you. You agree that you may not use Respondus Monitor in any way that conflicts with or violates these Terms or other agreements between you and any third-party, including that of your Institution's learning management system ("LMS") through which you are accessing the Respondus Monitor Services.

**FEES.** The license grant to use Respondus Monitor is separate from the license grant to use Respondus LockDown Browser. If you are initiating Respondus Monitor for demonstration purposes, you will not be charged. Also, Respondus may grant you a temporary license free-of-charge to use Respondus Monitor, at its sole discretion (such as, for example, for beta testing or pilot program purposes), but such free license grant may be terminated at any time by Respondus at its sole discretion.

**PRIVACY & SECURITY POLICY.** Respondus cares about your privacy and the security of your personal data. The Respondus Privacy Policy is available at [www.respondus.com/privacy](http://www.respondus.com/privacy), and we recommend that you review it carefully, particularly if you reside in the European Economic Area. The information below summarizes important aspects of the security used with Respondus Monitor and how we process your

personal data. Together with your Institution, the controller of the data, we work to protect the online privacy of those who use Respondus Monitor.

Respondus Monitor uses the following methods to limit access to personal information or data (e.g., student recordings or other personal information).

1. Respondus Monitor uses industry standard SSL (Secure Socket Layer) or TLS (Transport Layer Security) encryption to transfer information.
2. Student identifiable information including name, grade, course name, and photos that show identification cards can only be accessed through the learning management system's (LMS's) extension architecture (e.g., Blackboard Building Block).
3. Only users with instructor credentials for the LMS course (e.g., instructors, teaching assistants, LMS administrators) are able to view video sessions in conjunction with student identifiable information.
4. Video URLs are "one-time use" and will not function if copied.
5. Respondus uses independent, third-party security firms to perform "penetration testing" of the Respondus Monitor system. This includes a review of the Respondus Monitor architecture and the testing for vulnerabilities and exploits.

Unfortunately, no data transmission over the Internet is 100% secure, and Respondus does not warrant the security of any information collected using its services. By agreeing to these Terms, you agree to use Respondus Monitor at your own risk, and agree that Respondus shall not be liable if a security breach occurs, if the site malfunctions, or if information is misused or mismanaged in any way to your detriment or the detriment of a student or third party, whether by Respondus, your institution, or an unauthorized third party.

The use of Respondus Monitor will require individual student activity to be recorded, both audibly and visually, during certain assessment sessions. Other data related to individual student activity during assessment sessions may also be recorded by Respondus Monitor, such as, for example, without limitation, time taken by a student to answer specific inquiries on an assessment, etc. The recordings may be stored by Respondus, through its Respondus Monitor Services. Respondus Monitor may analyze the recordings through automated processes to generate additional data derived from the recordings, with the additional data being associated with individual students for use by your Institution in evaluating the recordings. The original recordings and data (as referenced above) may be evaluated by agents of your Institution, including your instructors, to review, assess, and analyze student performance and conduct, among other things. The data and recordings may also be used for investigating student conduct violations. Respondus personnel do not review/analyze the recordings except as may be required to resolve technical problems, improve system performance, modify Respondus Monitor, investigate violations of these Terms, or as may be directed by your Institution.

Each student that is recorded will have a unique username or identification code ("ID") and password through the Institution's (or learning institution's) LMS. The ID and password will be usable by students, at the discretion of the Institution, to allow students to transmit recordings and data to the online component of Respondus Monitor if required by Institution as part of an assessment activity. Instructors, administrators and other agents of Institution, may access those recordings and data related to their students through Respondus Monitor. You must guard your password and not share it with anyone to help ensure your security and privacy.

Respondus will not share recordings or personally identifying information of any particular student (collectively also referred to herein as "personal information or data") with third parties (third parties do not include the student who provided the personal information, the parent/guardian of a student under the age of 18 who provided personal information, or the institution who authorized access by the student to Respondus Monitor Services) unless specifically required by Institution. For example, if Institution uses

third parties to manage student personal information (e.g., Institution agents), the Institution may direct Respondus to share the personal information with that third party under the Institution's direction and control.

If, in the future, Respondus, or substantially all of its assets are acquired, the maintenance of all collected personal information or data (including any recordings) may be transferred to the acquiring party, provided that the acquiring party implement a privacy and security policy at least as restrictive as this one, or otherwise compliant with current legal standards, and provided that the collected personal information and data remain under the control of your Institution.

Respondus reserves the right at all times to disclose any information or data (including recordings and any content to the extent applicable) stored by you, your Institution, or any other user as necessary, to comply with the law, a regulation or a governmental request, or to edit or remove any information or data, in whole or in part, that in Respondus' sole discretion, is in violation of these Terms.

If you have any questions regarding privacy and security policy, please contact Respondus by email at or by writing to:

Respondus, Inc.

Attn: Legal - Privacy Team

8201 164th Ave NE, Suite 200

Redmond, WA 98052

USA

Via email: [privacy@Respondus.com](mailto:privacy@Respondus.com)

**USER CONDUCT.** You promise NOT to use Respondus Monitor for any of the following purposes or activities:

- a. conducting or supporting illegal activity of any type whatsoever;
- b. transmitting or storing worms or viruses or any code of a destructive nature;
- c. threatening, harassing, abusing, impersonating, injuring or intimidating others;
- d. engaging in vulgar, invasive, or hateful conduct, or conduct that invades another's privacy;
- e. interfering with others' use of Respondus Monitor, unless such interference is for the purpose of complying with another section of these Terms;
- f. delivering spam or collecting information to deliver spam, or sending unsolicited advertisements;
- g. decompiling, disassembling, reverse engineering or otherwise attempting to discover any source code contained in Respondus Monitor;
- h. disguising the origin of any content transmitted through Respondus Monitor or manipulating your presence on Respondus Monitor; and/or
- i. causing the launch of any automated system(s) that access Respondus Monitor in a manner that sends more request messages to servers of Respondus in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

**RESPONDUS USERNAME/ID AND PASSWORD POLICY.** You must guard the access credentials (e.g., user name and password) that you use to access your Institution's learning system to help ensure your own privacy and security with respect to recordings you initiate using Respondus Monitor, and not share those credentials with others.

**ACTIVITY GENERAL.** You are responsible for your conduct and activities arising during use of Respondus Monitor and for any information or data you provide to or through Respondus Monitor. You agree that Respondus is not responsible for, nor liable for, any mistakes, inaccuracies, lack of usefulness, defamation, omissions, falsehood, obscenity or otherwise offensive material in any of the information or data provided to Respondus by users. You also understand that Respondus does not, and has no obligation to, monitor, pre-screen nor pre-approve information or data, but that Respondus shall nonetheless have the right (but not the obligation) in its sole discretion, to refuse, delete or move any information or data that is available via Respondus Monitor, for any reason, including a violation of any of these Terms (however, if Respondus elects to, for any reason, refuse, delete or move any recording of student activity for violation of these Terms, Respondus may save a copy of such recording for access by the Institution).

**LICENSE PROVIDED TO RESPONDUS.** Respondus Monitor will save all recordings of students for a period of one (1) year. Institutions have the ability to retain the data for up to an additional four (4) years. However, Respondus does not guarantee removal of all traces of any information or data (including recordings) from the Respondus Monitor Services after deletion. Respondus does not claim ownership in the information or data Institution or any students provide; however, by providing information or data to Respondus, you grant Respondus, and its affiliates, a fully paid-up, perpetual license to use, store, modify, copy, and transmit any such information or data for the purpose of carrying out the Respondus Monitor Services in accordance with these Terms.

**CHANGES.** Respondus reserves the right to change these Terms at any time, at its discretion, without advance notice to you. Respondus also reserves the right to terminate this service at any time after the end of your current license, without notice; however, if your license is a free license, Respondus reserves the right to terminate your license at any time without notice. If your Institution terminates use of Respondus Monitor during your current license, such that you no longer require use of Respondus Monitor, no refunds will be available.

**WARRANTIES YOU PROVIDE.** You warrant and represent to Respondus that you are not infringing the intellectual property rights of others whenever you provide information or data on or through Respondus Monitor. You also agree that Respondus is not responsible for protecting any intellectual property rights you, or another party, may assert in any information or data you provide to Respondus Monitor.

**OPT-OUT.** If you cease to agree with these Terms, or the privacy and security policy at some point in the future, you may opt-out by contacting your Institution. However, opting-out may affect how you will need to complete your course, and Respondus makes no representations regarding how it will affect your relevant course. As such, we encourage you to speak with your instructor before opting out.

**DISCLAIMERS.** Respondus disclaims responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or data in Respondus Monitor. Respondus further disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or data. Respondus disclaims any responsibility for any harm resulting from downloading or accessing any information or data through Respondus Monitor. You will bear all risk associated with any information or data you access. Your access or use of any information or data provided by Respondus Monitor or third parties in connection with Respondus Monitor is conditioned on your agreement to these Terms including these disclaimer provisions.

RESPONDUS MONITOR IS PROVIDED TO YOU, "AS IS," WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, RESPONDUS DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF RESPONDUS MONITOR. RESPONDUS SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH RESPONDUS MONITOR.

YOU UNDERSTAND AND AGREE THAT ANY INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF RESPONDUS MONITOR IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OF SUCH INFORMATION OR DATA. UNDER NO CIRCUMSTANCES SHALL RESPONDUS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON RESPONDUS MONITOR. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF RESPONDUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON RESPONDUS MONITOR, FROM INABILITY TO USE THE RESPONDUS MONITOR, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF RESPONDUS MONITOR OR BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH RESPONDUS MONITOR. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

INTELLECTUAL PROPERTY. All web design, text, graphics, the selection and arrangement thereof, and all software compilations, underlying source code, software and all other material on Respondus Monitor are either the copyright or trademark of Respondus, or covered by other intellectual property rights of Respondus or a third party licensor of Respondus. Any use of Respondus Monitor beyond the purpose indicated above is strictly prohibited. You shall not acquire any rights in Respondus' Intellectual property by using Respondus Monitor.

MISCELLANEOUS. All legal issues arising from or related to the use of Respondus Monitor between you and Respondus shall be construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles. Respondus may terminate your use of Respondus Monitor if you violate these Terms, and will terminate your use if you use Respondus Monitor to repeatedly infringe on the intellectual property rights of others. These Terms constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede any other agreements between Respondus and you regarding Respondus Monitor. If Respondus should fail to enforce any right or provision in these Terms, this failure shall not constitute a waiver of such right or provision or of any other rights or provisions in these Terms. If a court should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the right or provisions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable. If you do not agree to the Terms, you will not be permitted to use this Service. Any term that would naturally survive termination of these Terms shall survive, such as, for example, the DISCLAIMERS, WARRANTIES YOU PROVIDE, and this MISCELLANEOUS section.



### Respondus Help Center Terms of Use ("Help Center Terms")

The Respondus Help Center is a group of services ("Help Services") provided by Respondus, Inc. ("Respondus") that enable users of LockDown Browser® and Respondus Monitor® to troubleshoot technical issues. The Help Services include, for example, a webcam check, system check, the ability to report an issue to Respondus, and links to a knowledge base and technical support.

#### **Accepting the Terms**

In order to use the Help Services, you must first agree to the terms ("Help Center Terms") as outlined herein. You may not use the Help Services if you do not accept the Help Center Terms. You can accept the Help Center Terms by: (A) clicking to accept or agree to the Help Center Terms, where this option is made available to you by Respondus in the user interface of the Help Services or other Respondus services; or (B) by otherwise using the Help Services. In any case, you understand and agree that Respondus will treat your use of the Help Services as acceptance of the Help Center Terms.

#### **Data Collection**

Respondus collects data to operate effectively and to strive to provide you with the best experience with LockDown Browser and Respondus Monitor. You provide some of this data directly, such as when you contact us for support. Some data is obtained by recording how you interact with LockDown Browser and Respondus Monitor by, for example, receiving error reports or usage data from software running on your device. The data we collect depends on the features you use within the Help Services, and includes the following:

**Webcam & Microphone Check.** The webcam and microphone check streams video and audio from your webcam to the Respondus servers. The video and audio can then be played back by you to ensure the webcam and microphone are working properly. The video and audio recorded during the webcam and microphone check is stored in temporary cache on the Respondus server and is automatically deleted in about an hour. Persistent storage is not used for these recordings, and Respondus does not provide a way to electronically identify the recordings as being transmitted from a specific user.

**System Check.** The System Check gathers certain information from your computing device, the networking environment, the institution's Learning Management System, and the Respondus Monitor server itself.

All data gathered during the System Check is presented to you on your screen, including a unique System Check ID. The System Check does NOT contain username, user ID, or the password used to access the institution's Learning Management System.

You have the option to send System Check results by email, and if so, you must enter an email address for the recipient of the email message. If the System Check results are sent by email, log files from software of LockDown Browser are additionally transmitted to a Respondus server. Log files contain details of the interaction between the LockDown Browser and/or Respondus Monitor and your institution's Learning Management System, from the time you log into the Learning

Management System using LockDown Browser and Respondus Monitor until the session is exited or terminated. Log files are stored locally on your computer in an encrypted format and, if transmitted to Respondus, are sent in encrypted format over HTTPS. Log files do NOT contain user name, user ID, or the password used to access the institution's Learning Management System.

System Check data and log files may be sent to a Respondus web server or a third party cloud server for storage and further processing by Respondus. Respondus may use System Check data and log files to assist you with a technical issue. Respondus may also aggregate and analyze the System Check data to, for example, improve the Software or its technical support services. System Check data and log files aren't sold, distributed, or made available to affiliate or third party businesses.

**Report An Issue.** The Report An Issue feature enables you to provide feedback to Respondus about LockDown Browser and Respondus Monitor. System Check data and log files, as described above, are collected by Respondus during this process. You are informed of this transfer of data each time the Report An Issue feature is used. You may choose, but you are not required, to provide an email address and contact information when using this feature. System Check data, log files, contact information, and feedback you provide may be sent to a Respondus web server or third party cloud server for storage and further processing by Respondus. No data transmitted to Respondus from the Report An Issue feature will be sold, distributed, or made available to affiliate or third party businesses.

**Knowledge Base.** A link to a knowledge base is included with the Help Services. No individual data is collected by Respondus during the use of the knowledge base, although Respondus may analyze aggregated usage data of the knowledge base to improve the service.

**Technical Support.** The Help Services contains a link that enables users to open a support ticket with Respondus. The System Check ID for the most recent System Check is automatically populated in the form used to create a support ticket. You must additionally enter your name and a valid email address through which communication with the Respondus support team will occur. Throughout the support process, you may, at your own discretion, provide personally identifiable information that will be used by the Respondus support team to analyze the issue and communicate with you. All communication between you and the Respondus team is stored on a Respondus web server, and may be used by Respondus to improve LockDown Browser and/or Respondus Monitor.

**Express Incorporation.** All conditions set forth in the Respondus Monitor Terms of Use, including the RESPONDUS PRIVACY POLICY at [www.respondus.com/privacy](http://www.respondus.com/privacy), and the sections PRIVACY & SECURITY POLICY, USER CONDUCT, RESPONDUS USERNAME/ID AND PASSWORD POLICY, ACTIVITY GENERAL, CHANGES, WARRANTIES YOU PROVIDE, OPT-OUT, DISCLAIMERS, INTELLECTUAL PROPERTY, and MISCELLANEOUS are expressly included in these Help Center Terms to the extent applicable. Respondus will not use data collected via the Help Services in any way that conflicts with the Respondus Monitor Terms of Use. You also expressly agree not to use the Help Services in any way that conflicts with any of the Respondus Monitor Terms of Use, including, for example, the prohibitions set forth in the USER CONDUCT section. Respondus cannot make representations regarding the security of information you transmit through a third party email service provider while using the Help Services; however, to the extent Respondus stores any such information, the storage of such information by Respondus will be compliant with the PRIVACY & SECURITY POLICY and the RESPONDUS PRIVACY POLICY at [www.respondus.com/privacy](http://www.respondus.com/privacy).

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