



PBIS Rewards Terms of Service

Version AUS 2019-03-09

PBIS Rewards is contracted to Schools and other educational and educational-like institutions (“Organisation” or “Organisations”). It is not sold to individuals. These AUS Terms of Service are the PBIS Rewards Terms of Service that apply when an Organisation has not negotiated a separate Terms of Service (referenced as “Negotiated Terms of Service”) through a contract or through a separate agreement or addendum and which may be titled under a name different than Terms of Service or be part of a Data Sharing Agreement with the Organisation. These PBIS Rewards Terms of Service will always have a Version date and an archive of previous versions is always available. A School without Negotiated Terms of Service agreement will operate fully under the PBIS Rewards Terms of Service that were active at the time of their signed Sales Agreement or on the date that they submit a Purchase Order. If the PBIS Rewards Terms of Service are updated after an Organisation has ordered the PBIS Rewards service, the original dated version shall still be the applicable PBIS Rewards Terms of Service for that Organisation unless the Organisation notifies PBIS Rewards in writing that they are adopting the new version of the PBIS Rewards Terms of Service. PBIS Rewards will notify the Organisation that a new version is available and that the Organisation may adopt the new Terms of Service. The Organisation is not required to adopt the new PBIS Rewards Terms of Service.

Negotiated Terms of Service may:

1. Fully replace the PBIS Rewards Terms of Service. The Negotiated Terms of Service should be explicit that the PBIS Rewards Terms of Service do not apply to the Organisation.
2. Partially replace the PBIS Rewards Terms of Service. Any provisions of the PBIS Rewards Terms of Service that are not covered in the Negotiated Terms of Service will still apply. If a provision in the Negotiated Terms of Service differs from a similar or same provision of the PBIS Rewards Terms of Service, then the language for that provision in the Negotiated Terms of Service will apply and supersede the provision in the PBIS Rewards Terms of Service.

The following numbered provisions define the PBIS Rewards Terms of Service for Organizations who subscribe to the PBIS Rewards service and are in Australia and territories ruled by Australia.

Provision	Official Policy Language	Overview Explanation
<p>1. Acceptable Use</p>	<p>The Organisation and end users who have been authorized by the Organisation to use the PBIS Rewards service agree not to use the PBIS Rewards' software, computer systems, and platforms:</p> <ul style="list-style-type: none"> • to generate, send, or facilitate the distribution of unsolicited commercial email (spam); • to violate the legal rights of others or encourage the violation of the legal rights of others; • for any illegal, unlawful, or fraudulent purpose; • to distribute viruses, spyware, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive and/or deceptive nature; • to act as a repository for the sharing or distribution of pirated software, pirated video, or pirated audio; • to alter, interfere with, circumvent, or disable any aspect of the Services; • to use the Services, or a component of the Services, in a manner not authorized by PBIS Rewards. <p>PBIS Rewards reserves the right to take any action necessary to protect its ability to deliver Services.</p>	<p>We expect all users to use our Service as it is intended to be used so that all users can enjoy and benefit from the PBIS Rewards service.</p> <p>Don't do anything that harms others or harms our ability to provide service.</p>
<p>2. Data Privacy</p>	<p>PBIS Rewards believes that users should expect the greatest level of privacy and data protection possible and should never be surprised in how their data is being used.</p>	<p>PBIS Rewards is a champion of Data privacy...especially student data privacy. We follow the U.S. Department of Education's Privacy Technical Assistant Center's Model Terms of Service, the Australian Government's Guide to Securing Personal Information (dated June 2018), and the Australian Privacy Principles (APPs), and specifically as described in APP 8 covering cross-border disclosure of personal information.</p>
<p>2.1. Definition of Data</p>	<p>Data includes all Personally Identifiable Information (PII) and other non-public information. Data includes, but is not limited to, student data, metadata, and user content.</p>	<p>If it is about a user or entered by a user, it is Data that we will protect.</p>

<p>2.2. Data De-Identification</p>	<p>PBIS Rewards may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, PBIS Rewards agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification. PBIS Rewards will only transfer de-identified Data to recognized research institutions who specialize in behavior research. PBIS Rewards will never charge for the de-identified Data.</p>	<p>Before we use any data from the PBIS Rewards Service we will scrub it thoroughly so that we cannot determine who it is about. If we provide the data to another party, we will do it only for the purposes of furthering research into school behavior and we will ensure that the receiving party agrees that they will not use the data in any manner that would make identifying users possible. Last, to ensure our motives remain pure, we will never charge for this Data.</p>
<p>2.3. Marketing and Advertising</p>	<p>PBIS Rewards will only use the Data for operating the PBIS Rewards Service. We will not use any of the Data for advertising or marketing purposes. Any marketing or advertising that we do will be outside of access to Data and will never be directed towards Students.</p>	<p>What gets learned about users when they use the PBIS Rewards service will never be used for advertising or marketing. Data is always only for the operation of the PBIS Rewards Service. We specifically will not use the Data for the purpose of Direct Marketing as described in APP 7.</p>
<p>2.4. Modification of Terms of Service</p>	<p>PBIS Rewards will not change how Data gets collected or used. Period. If we make any changes to these Terms of Service it will be related to either 1) clarifying or improving language; or 2) changing terms that do NOT impact our commitment to protecting data. Regardless of which type of change we make, PBIS Rewards will notify the Organisation in advance and will only apply the new Terms of Service to the Organisation if they consent. If the Organisation does not give consent, then they will still be protected by the Terms of Service that were active at that time they subscribed to the PBIS Rewards Service or were part of negotiated contract language.</p>	<p>PBIS Rewards will not change these Terms of Service that are related to Data unless it improves Data privacy protection or makes these terms easier to understand. If we do make a change, we will give the Organisation the ability to continue to operate under the old or new Terms of Service.</p>
<p>2.5. Data Collection</p>	<p>PBIS Rewards will only collect Data that we need to fulfill our duties to the Organisation.</p>	<p>We will not collect or ask for information that we do not need. We uphold the principles of APP3 which covers the collection of solicited personal information and APP 4 which covers unsolicited personal information.</p>
<p>2.6. Data Use</p>	<p>PBIS Rewards will only use Data that we need to fulfill our duties to the Organisation or to help us improve how we provide our Services.</p>	<p>We will not use your information for anything except how you expect us to use it. We uphold the principles of APP 6 which covers the use or disclosure of personal information.</p>
<p>2.7. Data Mining</p>	<p>PBIS Rewards will not do any Data mining except when it will help us protect our Systems (e.g., scanning for malware). We will never do any Data mining for marketing or advertising.</p>	<p>We will only scan through Data so that we can look for the existence of Data that could harm our Systems. We specifically will not scan through Data for the purpose of Direct Marketing as described in APP 7.</p>

2.8. Data Sharing	PBIS Rewards will only share Data with subcontractors or agents who are explicitly necessary to help us deliver the PBIS Rewards service to you. All subcontractors and successor entities will be subject to these Terms of Service.	If we need to use a subcontractor or agent, we will make sure they are fully aware of these Terms of Service and will ensure they fully abide by them.
2.9. Data Transfer or Destruction	PBIS Rewards will ensure that all Data in our possession and in the possession of any subcontractors or agents to us is destroyed when the Data is no longer needed or if the Organisation directs us to destroy the Data. Before destroying Data, PBIS Rewards will transfer usable data to the Organisation if requested by the Organisation.	If you are no longer using our service, then we will make sure that we erase all of the Data we have about you. If you want us to transfer a copy of the data to you, we will do that upon request. We do this in accordance with recommendations of the Privacy Act APP 11.2.
2.10. Rights and License in and to Data Access	With respect to the Data, all parties recognize that all intellectual property rights shall remain the property of the Organisation. PBIS Rewards has a limited, nonexclusive license solely for the purpose of providing the PBIS Rewards service. Any rights that PBIS Rewards has to the Data is expressly listed in these Terms of Service and no other rights are implied.	The Organisation owns the Data. PBIS Rewards has limited permission to use the Data only for the purposes outlined in this document.
2.11. Access and Corrections	Any Data in the possession of PBIS Rewards will be made available to the Organisation upon request by the Organisation. If an error is found in the Data, PBIS Rewards will work with the Organisation to correct the Data.	We do this to help you abide by APP 12 which covers access to personal information and APP 13 which covers corrections of personal information.
2.12. Security Controls	<p>PBIS Rewards will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.</p> <p>PBIS Rewards will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.</p> <p>PBIS Rewards will conduct periodic security-specific training to all staff who have access to Organisation data and will ensure that staff are aware of requirements of safe-handling of data.</p>	We will protect your Data. This includes technical measures, administrative measures, and physical security. We will review our safeguards periodically. If we see that we can improve our safeguards we will do it. We will train our staff on best practices with respect to data security. We do this in accordance with recommendations of the Privacy Act APP 11 which covers security of personal information.
3. Notifiable Data Breach (NDB)	PBIS Rewards has a written incident response plan in the event of a data breach. This plan includes prompt notification of the Organisation, full disclosure and engagement with the Organisation. PBIS Rewards agrees to share its incident response plan upon request by the Organisation. If directed by the Organisation, PBIS Rewards will notify the Australian Information Commissioner.	Because it is still possible that something can go wrong, we have a written plan on what we will do if your data is put at risk or compromised. We will share this plan with you if you ask for it.

A copy of the PBIS Rewards Terms of Service dated March 9, 2019 AUS can be found online at: <https://www.pbisrewards.com/policies/platform-terms-of-service/>.