

Privacy Policy for Education

Last modified: 28 August, 2024 - This Privacy Policy for Education is effective as of the “last modified” date. By continuing to use the Services, you acknowledge acceptance of these changes. Prior versions of this policy can be found [here](#).

Changes: Changed HQ address and phone number.

This Privacy Policy for Education (“**Educational Policy**”) supplements the Digital Samba [Privacy Policy](#) (“**Privacy Policy**”). Any capitalised terms used but not defined below derive their meanings from the Privacy Policy.

1. What this Educational Policy covers

Children are afforded greater protection under data privacy laws. Article 8 of the GDPR sets the age of digital consent at 16, which means you can't legally process the data of individuals younger than 16 (Minors) without the consent of an adult with parental responsibility over the child (“**Guardian**”).

Digital Samba does not knowingly allow individuals under the age of 16 (Minors) to create accounts in the Services. If you use our Services to provide educational services to a Minor (i.e. if you are an “**Educational Customer**” or “**Educational Customers**”), the responsibility for obtaining consent from the Minor's Guardian lies with you, and not Digital Samba. We simply carry out the processing of the Minor's data on your behalf.

This Educational Policy outlines the data that we collect and process and how we use this data.

2. What information we collect about Minors

Please see the Privacy Policy for the definitions of Services, Websites, Embedded, Samba Live, Products, and Sessions. We do not knowingly collect data from Minors via the Websites. We also do not knowingly allow Minors to enter data into, or interact with, the administration features of the Embedded and Samba Live products.

As such, we only knowingly collect data about Minors related to their participation in online meetings or lectures (Sessions or Session) in the Embedded and Samba Live products (the Products). We collect this data on behalf of our Educational Customers.

2.1. Information provided to us

2.1.1. Embedded product. When Minors participate in Sessions in the Embedded product, they have the option to submit the following data to us:

user name, microphone audio, camera video, screen sharing, whiteboard content, chat messages, uploaded content (images, files, URLs), poll content and responses, Q&A content and responses, reactions, language, live-streamed content, recorded content.

2.1.2. Samba Live product. When Minors participate in Sessions in the Samba Live product, they have the option to submit the following data to us:

user name, microphone audio, camera video, screen sharing, whiteboard content, chat messages, shared notes, uploaded content (images, files, URLs), poll content and responses, Q&A content and responses, reactions, language, live-streamed content, recorded content.

2.2. Information collected by us

2.2.1. Embedded product. When Minors use the Embedded product, we collect the following data related to their interactions with the Embedded product. The collection of data depends on the features used.

- **Device and connection information:** *device type (computer or mobile), camera and microphone names (upon consent), operating system name and version, browser name and version, IP address (to infer general location at a city or country level), performance data, error data, crash data.*
- **Product usage:** *user ID, metadata of uploaded files, Session join data and time, time spent in Sessions, features used, user ID's of other Session participants, time spent broadcasting, time spent screen sharing, audio-to-text transcriptions, Session summarisation, sentiment analysis.*

2.2.2. Samba Live product. When Minors use the Samba Live product, we collect the following data related to their interactions with the Samba Live product. The collection of data depends on the features used.

- **Device and connection information:** *device type (computer or mobile), camera and microphone names (upon consent), operating system name and version, browser name and version, IP address (to infer general location at a city or country level), telephone number used to dial into the Services, performance monitoring, error tracking, crash data.*
- **Product usage:** *user ID, metadata of uploaded files, Session join data and time, time spent in Sessions, features used, user ID's and user names of other Session participants, time spent broadcasting, time spent screen sharing.*

2.3. Information we receive from other sources

2.3.1. Other users of the Services. When you, as an Educational Customer, make use of certain administrative features of the Products, you may provide information about Minors to us. For example, you may enter a Minor's email address to invite them to a Session. Or you may choose to

record a Session, which captures the Minor's information that is displayed in the Session into a recorded file that is stored by us.

2.3.2. Other services you link to your account. We receive information about Minors when you, as an Educational Customer, integrate or link a third-party service with our Services. You may also integrate our Services with other services you use, such as to allow you to access, store, share and edit certain content about Minors from a third-party through our Services. For example, you may authorise our Services to access, display and store files belonging to a Minor from a third-party document-sharing or video-sharing service within the Services interface. Or you may authorise our Services API to connect with a third-party calendaring service so that a Minor's calendar events or agendas are available to you through our Services. You should always check the privacy settings and notices in these third-party services to understand what data about Minors may be disclosed to us or shared with our Services.

3. How we process information we collect about Minors

We use personal information collected from Minors to conduct the following activities:

3.1. To provide the Products. We use the information to provide products, features and services that are used by Educational Customers to provide educational services to Minors, including to customise the Products and their associated safety features and settings. This includes using the personal data of Minors (including audio, video, files and other content stored in the Products) to provide customer support to the Educational Customer. This also includes sending emails to Minors when they are invited to a Session by an Educational Customer.

3.2. For research and development. We use collective learnings about how the Products are used in order to develop, test and improve the Products for the benefit of the Educational Customers and the Minors who use the Products.

3.3. For safety and security. We use the information to verify and authenticate accounts and activity, detect, investigate, and prevent malicious conduct or unsafe experiences, address security threats, protect private and public safety, and secure the Products.

3.4. To protect our legitimate business interests and legal rights. Where required by law or where we believe it is necessary to protect our legal rights, interests and the interests of others, we use information about Minors in connection with legal claims, compliance, regulatory and audit functions, and violations of our terms or policies.

4. How we share information we collect about Minors

Digital Samba does not share the data of Minors with anyone, unless it is required for the proper functioning of the Products, or to comply with laws and regulations, as explained below.

4.1. With other users of the Products. When users join a Session, any data they submit during the Session, as listed in section 2.1. ("Information provided to us"), is shared with other users in the Session. For example, when a user sends a chat message, that message will be displayed to other

users in the Session. Some of the information listed in section 2.2. (“Information collected by us”) is also shared with other users in the Session. For example, when the audio-to-text transcription feature is used, the textual representation of a user’s audio is displayed to other users in the Session.

Educational Customers may assign administrative permissions in the Products to certain people in their organisation. These administrators can access information that is shared in Sessions. They also have access to the data that may be shared in the administrative features of the Products, such as email addresses used for sending invitations, or Session usage and attendance data.

4.2. With service providers. In order to provide functional Products, we work with third-party service providers who provide the infrastructure and resources required to operate the Products. Any information submitted to the Products is processed by these service providers under close instruction from us.

4.3. With third-party apps. An Educational Customer may choose to add new functionality or change the behaviour of the Services by integrating and running them within third-party apps. Doing so may give third parties access to information shared in the Services. Third-party app policies and procedures are not controlled by Digital Samba, and this privacy policy does not cover how third-party apps use the information. We encourage Educational Customers to review the privacy policies of third parties before connecting to or using their applications or services. In certain jurisdictions, the installation of third-party apps and services for use by Minors requires the Educational Customer to obtain consent from Guardians before doing so. This is not Digital Samba’s responsibility.

4.4. With affiliated companies. We share information we collect with affiliated companies. Affiliated companies are companies owned or operated by us.

4.5. With compliance, security, or law enforcement organisations. In exceptional circumstances, we may share information with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our products and services, (d) protect Digital Samba, our customers or the public from harm or illegal activities, or (e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

5. How to access and control information about Minors

Digital Samba processes the information of Minors on behalf of its Educational Customers. As a Minor or a Guardian, if you wish to review or delete your information, you can exercise your data privacy rights in accordance with applicable laws and regulations by contacting your educational organisation.

6. How to contact us

If you are a Guardian, and you have questions regarding your educational organisation's management of our Products, their use of the Minor's information, or to exercise your data privacy rights, please contact your educational organisation. If you have questions about this Educational Policy or would like to have more information about how Digital Samba handles the Minor's data, please use the contact instructions below.

If you are an Educational Customer and you have questions about this Educational Policy or would like to have more information about how Digital Samba handles the Minor's data, please use the contact instructions below.

For general information or inquiries, you can use the contact details below:

Digital Samba, S.L.
Travessera de Gràcia 98 bis 6-2
08012, Barcelona
Spain

Phone: +34 937 370 415

If you prefer, you can also open a support ticket by visiting <http://support.digitalsamba.com>.

For more information about our privacy practices, or to exercise your data privacy rights, you can contact our Data Protection Officer by sending an email to dpo@digitalsamba.com.