

Connecticut Addendum to the Play Versus Terms of Service

This Addendum applies to the use of the Play Versus Service by Schools located in the State of Connecticut, and is incorporated into and forms a part of the Play Versus Terms of Service (<https://www.playvs.com/terms>) and Privacy Policy (<https://www.playvs.com/privacy>) (collectively, along with this Addendum, the “**Agreement**”). The parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, Student Data and student-generated content (collectively referred to as “**Student Data**”), in accordance with Conn. Gen. Stat. Ann. § 10-234aa-dd. This Addendum incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

1. Student Data provided or accessed pursuant to the Agreement is not the property of or under the control of Play Versus.
2. The School may request the deletion of Student Data at any time by contacting us at privacy@playvs.com to request deletion of Student Data associated with the School’s use of the Service, except in instances where such data is (A) otherwise prohibited from deletion or required to be maintained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Play Versus. Please note, Play Versus is not required to delete information which has been aggregated and de-identified. We will also not be able to delete information which a student has associated with a personal account, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account. We are not able to delete Competition Data that is retained as the historical record of the esports competition, though we may de-identify or anonymize Competition Data upon request.
3. Play Versus will not use Student Data for any purposes other than those authorized pursuant to the Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct erroneous information, if any, by logging into the student account or by contacting their School. Play Versus will respond to such requests in accordance with instructions sent by an authorized School District representative to privacy@playvs.com.
5. Play Versus will take actions designed to ensure the security and confidentiality of Student Data.
6. Play Versus will promptly notify the School District in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of Student Data. The notice shall be sent to:

School District Contact: serveradmins@berlinschools.org

7. Student Data shall not be retained or available to Play Versus upon expiration of this Agreement, except for where data is aggregated and de-identified such that it cannot be used to identify an individual Student or a where Student chooses to establish or maintain a personal account with Play Versus, either

by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account. In addition, Play Versus may retain Competition Data indefinitely, though Play Versus will de-identify or anonymize the personal information displayed in Competition Data upon request.

8. Play Versus and the School shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

9. The laws of the state of Connecticut shall govern the rights and duties of Play Versus and the School.

10. If any provision of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

11. Play Versus acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy Law according to Conn. Gen. Stat. Ann. § 10-234aa-dd.

12. To the extent that any term in this Addendum conflicts with the Agreement or any other terms entered into by the parties concerning Student Data, the terms of this Addendum shall apply.

Name/Title: ERIN MCGURK, ASSISTANT SUPERINTENDENT

School(s): BERLIN PUBLIC SCHOOLS

Signature: 

Date: 2/7/22

Play Versus Inc.

Joe Gibson, Controller

Name/Title: _____

Signature: 

Date: 2/8/22