

PRIVACY POLICY

Last Modified: September 11, 2018

Effective Date: September 11, 2018

Green Blue Institute, d/b/a GreenBlue, a Delaware non-stock corporation (referred to in this Privacy Policy as “*GreenBlue*”, “*we*”, “*us*”, or “*our*”) respects your privacy and we are committed to protecting it through compliance with this Privacy Policy. This Privacy Policy is part of the Essentials of Sustainable Packaging Terms of Service, located at https://sustainablepackaging.org/wp-content/uploads/2018/09/ESP_TermsOfService.pdf (the “*Agreement*”). Except as otherwise defined herein, all terms used in this Privacy Policy have the meanings set forth in the Agreement. **Please read this Privacy Policy and the Agreement carefully to understand our policies and practices regarding how we use your information.**

1. Introduction. This Privacy Policy describes the types of information we may collect through your use of the ESP System (as defined in the Agreement) and our practices for collecting, using, maintaining, protecting, and sharing that information. This Privacy Policy applies to the ESP Website located at <https://sustainablepackaging.org/projects/esp/> and <https://spc.learnupon.com> (the “*ESP Website*”) and the ESP System. This Privacy Policy does not apply to information that other users of the ESP System collect about you through your use of the ESP System (such as information that you choose to make publicly available in your course reviews).

2. Updates to Privacy Policy. As technology changes and as our business grows and develops, we may modify this Privacy Policy from time to time. Changes to this Privacy Policy will be made and will become effective as described the Agreement.

3. Children Under Age 13. We are committed to protecting the privacy of children under the age of thirteen (13) years (each a “*Child*” and collectively, “*Children*”). Access to and use of the ESP System by Children is prohibited. The ESP System is not designed for or marketed to Children, and we do not knowingly collect Personal Information (as defined below) from Children. If we learn we have collected or received Personal Information from a Child, we will delete that information. If you believe we might have any information from or about a Child, please contact us.

4. Definitions. As used in this Privacy Policy:

4.1. “*Location Information*” means global positioning system (GPS) coordinates, Global Navigation Satellite System (GLONASS), iBeacon, or other geolocation information that can be used to identify the precise location of a person or device, but excluding Internet Protocol (IP) addresses.

4.2. “*Non-Personal Information*” means information or content other than Personal Information, including, for example, aggregated, anonymized, or de-identified information about our users and other information that does not identify any individual.

4.3. “*Personal Information*” (or “*Personal Data*”) means personally-identifiable information (information relating to an individual that can be used to identify, locate, or contact that individual, alone or when combined with other personal or identifying information), such as: name, home or physical address, e-mail address, phone number, or personal characteristics (such as descriptions of physical appearance and photos of individuals), Location Information, and any Sensitive Information (as defined below), or any other information about an individual that we collect through the ESP System and maintain in personally identifiable form in combination with other personally-identifiable information.

4.4. “*Sensitive Information*” means Social Security numbers, passport numbers, driver’s license numbers, bank account numbers, credit or debit card numbers, insurance policy numbers, login or

authentication credentials (such as passwords and API keys) (“*Login Credentials*”), or other similar information.

5. Types of Information Collected.

5.1. Visitor Information. We may automatically collect information about you when you use the ESP System, such as the pages, materials, and features you access and use, the amount of data transferred, the links and buttons you click, the amount of time you spend interacting with the components of the ESP System, and other information about your interactions with the ESP System, as well as certain standard information that your browser or device sends to every website or Internet server that you visit, including your Internet Protocol (IP) address, operating environment (such as browser type and version, browser plugins installed, operating system version, regional and language settings, screen size and/or resolution, windows size, and page size), access dates and times, and referring websites. We may also collect diagnostic information, including without limitation device hardware and operating system information, and information relating to how the ESP System and other aspects of the ESP System function on the device you use to access the ESP System. We may share such diagnostic information and other Non-Personal Information with our service providers to diagnose and improve the ESP System and other aspects of the ESP System. The ESP System may use cookies, flash cookies, web beacons, pixel gifs, HTML 5 local storage, and other technologies for a variety of purposes, such as saving and retrieving information about you, your visit, and your preferences and settings. We may use such technologies to share Non-Personal Information with third parties or to retrieve Non-Personal Information from third parties. At this time, the ESP Website does not respond to “Do Not Track” signals sent to us by your browser.

5.2. Location Information. The ESP System does not collect Location Information except to the extent that you provide your mailing address as part of your Account Information or Payment Information.

5.3. Google Analytics. We may, from time to time, use a tool called “Google Analytics” (including Google Analytics Demographics and Interest Reporting features) to collect information about your use of the ESP System, which helps us provide content that is relevant to you and optimized for the devices that you use (such as smartphones and tablets). We respect and value your privacy, and we never combine the information collected through the use of Google Analytics with Personal Information. We use the information we receive from Google Analytics only to improve the ESP System and our content and marketing. Google’s use and sharing of information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use (<http://www.google.com/analytics/tos.html>) and the Google Privacy Policy (<http://www.google.com/privacypolicy.html>). You can opt-out of Google Analytics for Display Advertising and customize Google Display Network ads using Google’s Ad Settings (<https://www.google.com/settings/ads>) tool. As an added privacy measure, you can use the Google Analytics Opt-out Browser Add-on (<https://tools.google.com/dlpage/gaoptout/>).

5.4. Information You Provide. When you create and use an ESP Account, you may provide us with a wide variety of information, such as your name, mailing address, e-mail address, phone number, billing and payment information, your search queries within the ESP System, messages you send us, and your User Content (as defined in the Agreement), and other types of information. We will store and use such information only in accordance with the Agreement and this Privacy Policy.

6. Use of Non-Personal Information. We may use Non-Personal Information (including, for example, aggregated information about our users or information that does not identify any individual) for any purposes whatsoever (including without limitation, advertising, marketing, enhancing, designing, or developing products and/or services, and research), and we may share Non-Personal Information with others, including our partners, affiliates, and our service providers.

7. Cookie Policy. We may use cookies and other similar technologies, such as HTML 5 local storage, to provide the ESP System.

7.1. Cookies and Local Storage. Cookies are small text files placed onto your device when you visit and interact with the ESP Website. Local storage is a technology that allows a website or application to store information locally on your device. These technologies enable us to provide and enhance your experience using the ESP System.

7.2. How We Use Cookies and Local Storage. We use these technologies to provide the ESP System to you and to analyze and improve the ESP System, and other aspects of the ESP System. Our uses generally fall into one of the following categories:

7.2.1. Essential Processes and Security: To enable essential functions of the ESP System, such as to facilitate logging you in to the ESP System, facilitating payments, protecting your security, and helping us fight spam, abuse, and violations of the Agreement.

7.2.2. Preferences: To remember information about your browser and your preferences.

7.2.3. Performance, Analytics, and Research: To help us understand and measure how you use the ESP System and to improve the ESP System.

7.3. Blocking and Removing Cookies. We are committed to protecting your privacy, as described in this Privacy Policy. Most browsers allow you to modify your settings to accept or deny all cookies or to request your permission each time a website attempts to place a cookie on your device, and most browsers allow you to delete cookies that have already been placed on your device. However, the ESP System will not function properly if you prevent the ESP System from placing cookies on your device.

8. Use of Personal Information.

8.1. How We Use Your Information. We will only store and use your Personal Information as is reasonably necessary or appropriate in connection with your use of the ESP System, including:

8.1.1. to contact you in connection with your use of the ESP System, including to respond to your inquiries;

8.1.2. for authentication and identification purposes;

8.1.3. to enable us to provide the ESP System;

8.1.4. to process payments for ESP Subscriptions;

8.1.5. to provide you with notices about your ESP Account;

8.1.6. to fulfill any other purpose for which you provide such information to us;

8.1.7. in any other way we may describe when you provide the information;

8.1.8. to carry out our obligations and enforce our rights;

8.1.9. to ensure your compliance with the Agreement and/or to investigate any potential breach of the Agreement; and

8.1.10. to protect our networks, data, software, or business interests.

8.2. How We Share Your Information. We are committed to protecting your privacy and we will not sell, lease, or disclose your Personal Information to any third party except as described in the Agreement and in this Privacy Policy. We may share with third parties any Personal Information that you choose to make publicly available through the ESP System (such as disclosing your name in connection with your ratings or reviews). In addition to using and disclosing your Personal Information in the manner described above and elsewhere in this Privacy Policy, we may disclose your Personal Information:

8.2.1. to any person, entity, or organization which you consent for us to disclose your Personal Information to;

8.2.2. to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information held by us about our users is among the assets transferred;

8.2.3. to any person, entity, or organization in order to facilitate the provision of the ESP System or the processing of payments, such as providing your name, contact information, transaction details, and Payment Information (as defined in the Agreement) to our third party payment processors (our “*Payment Processors*”) when you make a payment;

8.2.4. to any of the GreenBlue Parties (as defined in the Agreement), our business partners, service providers, vendors, and agents who provide hosting services, technical support services, order processing services, Payment Processors, and as is necessary or appropriate in connection with the processing and fulfillment of payments or the operation, maintenance, and support of the ESP System;

8.2.5. to comply with any legal requirements, subpoenas, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

8.2.6. to any person as we believe is necessary or appropriate in an emergency situation, including without limitation, to prevent criminal activity, personal injury, or property damage;

8.2.7. to law enforcement, financial institutions, or other appropriate authorities in connection with any investigation of suspected criminal or fraudulent activity by any person or entity; and

8.2.8. if we believe it is necessary or appropriate to protect the rights, property, or safety of the GreenBlue Parties (as defined in the Agreement), children, our users, customers, or other third parties (including, without limitation, to facilitate the enforcement of our rights under the Agreement).

9. Opt-In Sharing Features. We will not knowingly disclose your Personal Information to a third party if we know or have reason to believe that the third party will use your Personal Information for direct marketing purposes, unless you opt-in or otherwise expressly consent for such sharing.

10. Payment Information. We may, from time to time, use one or more third party Payment Processors, including PayPal, Inc. (“*PayPal*” or “*Braintree*”), to process payments made in connection with the ESP System. Your Payment Information (as defined in the Agreement) collected through the ESP System is transmitted to our Payment Processors. You acknowledge and agree that the processing of payments is subject to the terms and privacy policies of our Payment Processors and that we are not responsible for any acts or omissions of our Payment Processors. You acknowledge and agree that payments processed using PayPal are subject to the PayPal User Agreement (<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>) and the PayPal Privacy Policy (<https://www.paypal.com/us/webapps/mpp/ua/privacy-full>) or the Braintree Payment Services Agreement (<https://www.braintreepayments.com/legal/payment-services-agreement>) and the Braintree Privacy Policy

(<https://www.braintreepayments.com/legal/braintree-privacy-policy>), as amended from time to time by PayPal.

11. Security. We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure, including the use of TLS to encrypt information you send through the ESP Website. The safety and security of your information also depends on you. You are responsible for safeguarding your Login Credentials associated with your ESP Account and notifying us immediately if you suspect your Login Credentials for your ESP Account have been compromised. We urge you to be careful about giving out information in public areas of the ESP System. The information you share in public areas may be accessed by any of our users. You are strongly cautioned to never share Sensitive Information with other users through the ESP System. Unfortunately, the transmission of information via the internet is not completely secure. Despite our measures to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to or through the ESP System. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures of the ESP System or of our service providers, agents, or other third parties.

12. Third Party Sites. The ESP System may contain links to other websites that are operated by third parties. Once you have clicked on a link connecting you to such third party website, you will leave the ESP System and be taken to a website that we do not control. This Privacy Policy does not apply to any Personal Information (or other information) collected on a third party site. We suggest you read the privacy policy of the third party site before providing any Personal Information on such third party site. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any websites or services provided by a third party.

13. Access to and Change of Personal Information. You may contact us at any time to: (a) request the removal of the Personal Information you provided to us from our databases; and (b) update your Personal Information. However, certain information associated with your use of the ESP System, such as information about payments made in connection with the ESP System, may be retained permanently for legal, tax, and business reasons. In addition, because certain Personal Information may be necessary to provide the ESP System to you, you understand that the removal of that Personal Information may require us to delete your ESP Account. When your Personal Information or your User Content (as defined in the Agreement) is updated or deleted, copies of such information may remain in our backups.

14. Contacting Us. You may contact us with questions relating to this Privacy Policy by sending an e-mail to [education@greenblue.org].