

## **Skillport / Books24x7 Privacy Policy and Cookie Statement**

A pioneer in the learning field, Skillsoft Corporation ("Skillsoft") provides cloud-based learning solutions for customers worldwide, including global enterprises, government, education and small to medium-sized businesses. This privacy policy and cookie statement (the "Privacy Policy") applies to the Skillport and Books24x7 learning programmes and services (the "Services") and the online environments accessible through all domains and subdomains under skillport.com and books24x7.com (the "Books24x7 Site") as well as sites set up by Skillsoft for Customers and Resellers (each defined below) to deliver the Services or for Users (defined below) to access the Services (collectively, the "Site").

The Site and Services are accessible by Users either directly or through another organisation that provides access to the Site and Services via an agreement with Skillsoft, such as the User's employer (each a "Customer"). Skillsoft also has established relationships with resellers, who make the Site and Services available to Users through subscriptions (each a "Reseller"). This Privacy Policy does not apply to www.skillsoft.com or to top-level domains for www.Skillport.com or www.books24x7.com, which are public, informational splash screens designed to provide additional information about the Services.

The Skillsoft Learning App provides Users with mobile access to the Services and the Site. The Skillsoft Learning App is subject to the terms of the Skillsoft Learning App Privacy Policy, which is available here:

[http://documentation.skillsoft.com/en\\_us/privacy/mobile\\_privacy\\_policy.htm](http://documentation.skillsoft.com/en_us/privacy/mobile_privacy_policy.htm).

References to "Skillsoft", "we" or "us" herein refer to Skillsoft Ireland Limited and/or its affiliates, subsidiaries and designees as deemed appropriate by Skillsoft. Individuals who are authorised to use the Site either directly or as an authorised User of a Customer or Reseller of Skillsoft are referred to herein as "Users" or "you". BY USING THIS SITE, YOU ARE AGREEING TO THE TERMS OF THIS PRIVACY POLICY AND COOKIE STATEMENT. IF YOU DO NOT AGREE WITH OUR PRIVACY POLICY AND COOKIE STATEMENT, THEN DO NOT USE THE SITE.

### **1. Our Privacy Practices**

This Privacy Policy discloses our privacy practices, including the types of information we collect through the Site and how we use such information. We ask that you take time to read it carefully and in its entirety.

Skillsoft Corporation is a wholly-owned subsidiary of Skillsoft Limited and is the entity that primarily controls the Site. Skillsoft Corporation's Skillport and Books24x7 Sites have received TRUSTe's Privacy Seal signifying that this privacy statement and our practices have been reviewed for compliance with the TRUSTe programme viewable on the validation page available by clicking the TRUSTe seal.

The TRUSTe programme certification covers our collection, use and disclosure of personally identifiable information that we collect through our Site and our service platform. The use of information collected through the Site and service platform shall be limited to the purpose of providing the service for which the Customer or Reseller has engaged Skillsoft, or as otherwise set forth herein.

### **2. Our Role with Respect to the Customer or Reseller and Users**





In some cases, the Site and related Services are provided to each User pursuant to a written agreement either directly between Skillsoft and the individual User or through an agreement between Skillsoft and a Customer or Reseller of Skillsoft, where the Customer or Reseller in turn makes the Services and Site available to individual Users authorised by the Customer or Reseller (collectively "Services Agreement"). Where you are an authorised User of a Customer or Reseller, except as set forth in this Privacy Policy or the Services Agreement, Skillsoft will only access your information upon the Customer or Reseller's direction or when necessary to provide, maintain and improve the Services and administer and operate the Site. The Customer or Reseller generally determines the nature and scope of the Services, what information is to be provided to the Site by you (including whether personally identifiable information should be provided), where that information is sent or received, how the information is used, with whom the information may be shared, what choices are available to you regarding collection, use and distribution of the information, and the kinds of security procedures required to protect against the loss, misuse or alteration of information. We generally have no direct relationship with the individuals whose personally identifiable information we process. This Privacy Policy only applies to the collection, storage and use of information by Skillsoft as described herein. This Privacy Policy does not apply to any collection, storage or use of information by a Customer or Reseller.

### **3. The Information We Collect and How it is Used**

Skillsoft collects information under the direction of its Customers and Resellers, and has no direct relationship with the Users of such Customers and Resellers whose personal data it processes.

**Personally Identifiable Information.** Except as otherwise provided in this Privacy Policy, Skillsoft does not require any personally identifiable information from Users in order to use the Site. However, Customers and Resellers make the decision as to whether to collect or use Users' personally identifiable information in connection with the Site, such as whether to use a full name or email address instead of non-personally identifying codes for login and password purposes. If a Customer or Reseller chooses to identify its Users, other information may be combined with the name and email address, including a User's orders, participation and usage information, and test and activity results. A User may also provide personally identifiable information in connection with User-generated content or communications. If a User provides personally identifiable information in connection with sign-on credentials, User-generated content or communications, or for any other purpose, we may use and process such information in accordance with the instructions of our Customers or Resellers, and for purposes that are compatible with those for which it was originally collected or subsequently authorised by the Customer or Reseller. We may also use and process such information to provide, maintain and improve the specific Services, administer and operate the Site, comply with legal obligations and as otherwise provided in this Privacy Policy or the applicable Services Agreement. The personally identifiable information that you submit to Skillsoft is subject to the provisions of this Privacy Policy and the applicable Services Agreement.

If you are a User who is not associated with a Customer or Reseller, we may sometimes, such as when you register for a service, order a product, or make other inquiries, ask for specific information about you in order to provide that product or service to you. If you purchase a subscription using a credit card, we may need certain personally identifiable information such as contact and billing information, including name, a physical postal address, and credit card information. If you fail to provide the requested information, we may not be able to provide you with the particular product or service.

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For all Users, because we value your opinions and comments, we frequently conduct online surveys which may request personally identifiable information. In general, we will use personally identifiable information for the purpose for which such information was provided to us. We may also use personally identifiable information to contact you, for example, to send you marketing materials or other information about our company and Services. You may "opt out" of receiving these communications by clicking the unsubscribe link at the bottom of the email. In addition, Users who are not associated with a Customer or Reseller may opt out of receiving future marketing communications from us by following the instructions set forth below under Choice. Customers and Resellers may opt out of receiving marketing communications from us on behalf of their authorised Users. Any financial information that is collected on our Sites is used only to bill you for products and services.

**Aggregate / Non-Personally Identifiable Information.** We may gather, extract, analyse, use, reproduce, publish, display or disclose data from the Site in a manner that does not personally identify individual Users, including, for example, Site metrics and textual responses provided by Users through survey responses or evaluations that do not identify the Users. We use this information to provide, maintain or improve the Services and administer and operate the Site and our business, including, without limitation, analysing trends, tracking Users' movements around the Site, and gathering demographic information about our User base as a whole, and for other reporting, compliance and marketing purposes.

#### **A SPECIAL NOTE ABOUT COOKIES**

Some pages of the Site use cookies. Cookies are small pieces of software which are issued to your computer or device and which store and sometimes track information about your use of the Site. By using the Site you consent to our use of cookies as explained below.

Most of our cookies are necessary for operation of the Site or Service that you request as a User, such as to authenticate your user credentials when you log-in to the Site and navigate around the Site. We also use cookies to provide optional features and functionality that you may access on the Site. For example, a cookie can help us identify whether you have downloaded software in the past that allows you to access a video so that you won't have to download it again. We use cookies to customise and personalise the Site based on preferences you may have expressed either directly by selecting an option or setting or indirectly by your prior use. We also use cookies that collect information about how you use the Site to analyse and optimise the performance of the Site in order to give you a better user experience. In some cases, particularly with respect to measuring and analysing performance of the Site, cookies may be placed by our third party service providers.

We and our third party service providers may also employ web beacons or clear gifs (a.k.a. web beacons/web bugs), images and scripts that help manage content on the Site better. Web beacons are tiny, clear graphics that are embedded invisibly on web pages. They are used to understand and monitor online movements of Users so that we may better understand and improve their experiences on the Site. In contrast to cookies, which are stored on a User's computer hard drive, web beacons are not stored on a User's computer or device. We do not tie the information gathered to your personally identifiable information.

Like other aggregated information from the Site that does not identify individual Users, we may analyse and share non-personally identifiable information collected through cookies with Skillsoft subsidiaries, affiliates and third parties, including our business partners and service providers, and in marketing materials and public disclosures. For example, we use information collected through cookies to provide publishing partners with information about their books,

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such as the number of times a title has been viewed, most frequently viewed titles and other information that helps them determine the usage of their titles.

If a Customer or Reseller requests that we use personally identifiable information for log-in credentials, we may share personally identifiable information collected through cookies with third parties, such as Skillsoft subsidiaries, affiliates, business partners and service providers. For example, cookies help us measure and report individual session information to Customers or Resellers, such as the number of active minutes and number of sessions by User and, at the Customer or Reseller's discretion, additional individual information such as a list of titles read.

If you are an authorised User of a Customer or Reseller, the Customer or Reseller will determine whether and how you express consent for the use of these cookies.

Most web browsers automatically accept cookies but, if you prefer, and in addition to any controls selected by the Customer or Reseller, you may take certain further steps to control the use of cookies by modifying your browser to reject cookies or to notify you whenever a cookie is sent to your hard drive. You can learn more about cookies and ways to manage them at <http://www.allaboutcookies.org/>. Please be aware that restricting cookies on the Site may impact the functionality and performance of the Site and in some cases functionality may be impaired to the extent that the Site becomes impossible to use.

When you click on a link to an external website or third party resource (including embedded third-party plug-ins and widgets similar to those provided by Facebook and Twitter), the third party may place a cookie on your computer or device from its own site. These embedded plug-ins and widgets may also collect your IP address. Skillsoft does not control the dissemination of these cookies. You should check the relevant third party website for more information about these cookies.

#### **4. Choice**

If you are a User who is not associated with a Customer or Reseller and you do not wish to receive marketing email communications from us, you may "opt out" of receiving these communications by either sending us an email at [support@skillsoft.com](mailto:support@skillsoft.com), clicking the unsubscribe link at the bottom of the email or setting your preferences on the Site to stop receiving email marketing communications.

If you are a User who is accessing the Site as an authorised User of a Customer or Reseller, you may be able to set certain preferences regarding the use of your personally identifiable information on the Site, such as the option to change your login and password to non-personally identifying codes or to set other preferences internally through your organisation, depending on controls selected by the Customer or Reseller. Except as otherwise provided in this Privacy Policy, under such circumstances we process personally identifiable information only under the direction of our Customers and Resellers.

We collect information based on instructions from our Customers and Resellers. If you are a User of one of our Customers or Resellers and would no longer like to be contacted by one of our Customers or Resellers that use our service, please contact the Customer or Reseller that you interact with directly.

#### **5. Sharing of Personally Identifiable Information**

Except as otherwise provided in this Privacy Policy or an applicable Services Agreement, we will not sell, rent or lease any personally identifiable information that you provide to us in connection with your use of the Site. We may share Users' personally identifiable information





with our subsidiaries, affiliates, resellers or other marketers of our products, business partners and service providers who provide services to us or act on our behalf for the purpose of marketing, providing, maintaining or improving the Services, administering and operating the Site and as otherwise set forth in this Privacy Policy or an applicable Services Agreement. Customers or Resellers have the ability to use their own individual Users' personally identifiable information, which the Customers or Resellers may collect via the Site or Services, including but not limited to viewing participation levels, running usage reports, monitoring comments and reviewing course evaluations and test scores.

We may also share or disclose personally identifiable information with the Customer's, Reseller's or your permission or if such disclosure is necessary to: (a) comply with legal process (such as a court order) or other legal requirements of any governmental authority; (b) protect our rights or property; (c) enforce an applicable Services Agreement; (d) protect the interests of Users of the Site or any other person; (e) protect the interests of the Site's content providers or (f) operate or conduct maintenance and repair of our Services or equipment, as authorised by law. Notwithstanding the foregoing, we may transfer, sell or assign information obtained through your use of this Site, including, without limitation, personally identifiable information, to third parties, as a result of the sale, merger, consolidation, change in control, transfer of assets, reorganisation or liquidation of all or part of Skillsoft.

We may share non-personally identifiable information with Skillsoft subsidiaries, affiliates and third parties including, without limitation, our business partners and service providers, and in marketing materials and public disclosures for any purpose.

In connection with some Services, such as inGenius, Users associated with a particular Reseller may be able to engage in discussions or communications with each other. In these situations, certain User-generated content will be visible to other Users who may access the Site through the same Reseller. Information posted by Users associated with a Customer is generally available only to other Users associated with that Customer. Users can update the visibility of their contributions by updating their privacy settings, by undoing a recommendation or by deleting a note or comment.

## **6. Links**

The Site may contain links to other websites that may be operated by companies not affiliated with Skillsoft. Skillsoft is not responsible for the privacy practices or the content of such websites. Skillsoft does not endorse any third party site or make any representations about them or any information, services, products or materials found on them. Linked websites may have their own privacy policies or notices, which we strongly suggest you review if you visit any linked websites. We are not responsible for the content of any websites that are not affiliated with Skillsoft, any use of those websites or the privacy practices of those websites.

## **7. Data Security and Integrity**

We will take steps intended to safeguard personally identifiable information stored on our systems from unauthorised access or disclosure. If we ask you for a credit card number (or other sensitive financial information) to register you for our service, we encrypt the transmission of that information using secure socket layer technology (SSL).

Unfortunately, no security measures can be 100% effective. As a result, we cannot ensure or warrant the security of any information you transmit to us or via our online Services and you do so at your own risk. Customers and Resellers are responsible for their own use of the Site and Services. We are not responsible for our Customers' or Resellers' actions nor their security

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controls with respect to information that they may collect via the Site or Services and we make no representation or warranty about the security of any information they collect.

### **8. International Transfer**

We may transfer the personally identifiable information that we collect about you to countries other than the country in which the information originally was collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to other countries, we will protect that information as described in this Privacy Policy and in accordance with applicable law.

Skillsoft complies with the US - EU Safe Harbour framework and the US - Swiss Safe Harbour framework as set forth by the US Department of Commerce regarding the collection, use and retention of data from the European Union and Switzerland, respectively. Skillsoft has certified that it adheres to the Safe Harbour Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbour programme and to view Skillsoft's certification please visit: <http://www.export.gov/safeharbor>.

### **9. How to Access and Correct Your Information**

Except as otherwise provided in this Privacy Policy, and to the extent required by applicable law, Users who wish to change or modify information previously provided to us may do so by adjusting their settings on the Site or contacting us via email at [support@skillsoft.com](mailto:support@skillsoft.com). If you are a User who is accessing the Site as an authorised User of a Customer or Reseller, options for accessing, correcting or changing your personally identifiable information collected via the Site may be available as specified by the Customer or Reseller.

Skillsoft has no direct relationship with the Users of the Customers and Resellers whose personal data it processes. An individual who seeks access, or who seeks to correct, amend or delete inaccurate data should direct its query to Skillsoft's Customer or Reseller (the data controller).

### **10. Notification of Changes**

Skillsoft reserves the right to make changes to this Privacy Policy. If we make significant changes to our privacy practices, we will update this Privacy Policy on the Site. We encourage you to periodically review this page for the latest information about our privacy practices. The date of the last revision or update appears at the top of this Privacy Policy under the title. If we make a material change to this Privacy Policy to permit new uses or disclosures of your personally identifiable information that are inconsistent in material respects with practices described in the prior version of this Privacy Policy or in an applicable Services Agreement and not otherwise authorised, we will notify individual Users (or, for Users who are accessing the Site as an authorised User of a Customer or Reseller, we will notify the Customer or Reseller) and provide the opportunity for the User, Customer or Reseller, as applicable, to prevent or opt out of such use or disclosure.

### **11. Acceptance of Privacy Policy**

By using the Site, you represent that you have read, understand and accept this Privacy Policy. Your continued use of this Site following posting of changes to these terms will mean you understand and accept those changes.

### **12. Comments and Concerns**

If you are a User who is accessing the Site as an authorised User of a Customer or Reseller, and you have any questions or concerns about our Privacy Policy, please contact the appropriate person or department at your associated Customer or Reseller. Customer or

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Reseller representatives may contact us at any time: via email at [support@skillsoft.com](mailto:support@skillsoft.com), by telephone on (866) 754-5435 or by mail to: Skillsoft, Attn: Skillsoft Legal Department, 107 Northeastern Boulevard, Nashua, NH 03062. For individual Users not associated with a Customer or Reseller, if you have questions or concerns about our Privacy Policy, please contact us via email at [support@skillsoft.com](mailto:support@skillsoft.com).

If you continue to have concerns about this Privacy Policy, you should first contact us by the means listed above. If your enquiry cannot be satisfactorily addressed through these internal processes, we agree to independent dispute resolution procedures administered by TRUSTe. You can contact TRUSTe at <https://feedback-form.truste.com/watchdog/request>.

### **13. Data Retention**

Skillsoft will retain personal information we process on behalf of our Customers and Resellers for as long as needed for the purposes described in this Privacy Policy and in accordance with our retention policies. Skillsoft will retain this personal information as appropriate to comply with our legal obligations, resolve disputes and enforce our agreements.

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