



# SuperCode

## Additional Terms and Conditions for Educational Institutions

**Effective Date:** 23 August 2025

These Additional Terms of Use apply to all schools, school boards, districts, and other educational entities that purchase and use SuperCode (each, an “Educational Institution”, and collectively, “Educational Institutions”), provided by Creatubbles Pte. Ltd., [77 King Street West, Suite 400, Toronto, ON M5K 0A1, Canada] its subsidiaries and related companies, and its affiliates (together “Creatubbles”, “us”, “we”, “our”).

These terms of use constitute a binding legal agreement entered into by and between you (“you”, “yours”, “User”) and Creatubbles.. These terms are in addition to our main [Terms of Use](#), and in the event of a conflict, these Additional Terms prevail.

### 1. Compliance with Student Privacy Laws

Creatubbles complies with student privacy laws in both the United States and Canada, including:

- The **Family Educational Rights and Privacy Act (FERPA)**
- The **Children’s Online Privacy Protection Act (COPPA)**
- The **Protection of Pupil Rights Amendment (PPRA)**
- Relevant Canadian legislation such as:
  - **The Personal Information Protection and Electronic Documents Act (PIPEDA)**
  - **Provincial privacy laws applicable to education**, including the Ontario **Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)** and **Education Act**

We act as a “school official” under FERPA and MFIPPA with a legitimate educational interest in providing services to your students. Creatubbles never uses personal information from students for marketing or advertising purposes.

## 2. Ownership and Control of Student Data

Educational Institutions retain full ownership and control over all student educational records and data shared with Creatubbles. We only access and use student information as needed to deliver our services and support your educational goals.

We may collect anonymized or de-identified usage data (e.g., for usage analytics or feature improvement), but this data cannot be traced back to any individual student or school.

## 3. Consent and Responsibility

When an Educational Institution purchases a license to use SuperCode, they agree to these terms on behalf of their organization and their users.

Educational Institutions are responsible for notifying parents/guardians and obtaining any required consent under applicable laws. By purchasing and using SuperCode, the Educational Institution represents and warrants that it has obtained all necessary consents required under local, provincial, or national laws

We recommend that you provide your users and their families with a copy of our [Privacy Policy](#) and [Terms of Use](#).

## 4. Account Creation and Use

Educators may create student accounts directly through the SuperCode Admin Portal. **No personally identifiable information (PII) is required** to create a student account. When an account is created, SuperCode automatically generates a **unique student access code**, which is what the student uses to log in.

This approach minimizes data exposure and supports compliance with student privacy regulations.

Once student accounts are active, educators can assign curriculum-aligned SuperCode content for immediate use.

## 5. Data Access and Deletion

At any time, Educational Institutions may request:

- Access to student data
- Correction of any inaccuracies
- Deletion of student accounts and associated data

Requests can be made by contacting us at [privacy@creatubbles.com](mailto:privacy@creatubbles.com). We will comply within the timeframes required by applicable law (typically within 45 days).

## 6. Data Privacy, Confidentiality, and Security

Creatubbles implements industry-standard administrative, physical, and technical safeguards to protect any student data collected and to maintain the security and confidentiality of educational use of the platform. Our servers are located in secure environments and our team is trained to handle educational data in compliance with applicable privacy regulations, including the **U.S. Family Educational Rights and Privacy Act (FERPA)** and **Children's Online Privacy Protection Act (COPPA)**, as well as Canada's **Personal Information Protection and Electronic Documents Act (PIPEDA)** and applicable **provincial privacy laws**.

SuperCode does **not require or collect personally identifiable information (PII)** to create student accounts. Instead, a system-generated student access code is used for login purposes.

In the event of unauthorized access to or disclosure of any personal or education-related information stored on SuperCode systems, we will promptly notify you and any affected Educational Institutions by email and make reasonable efforts to cooperate with related investigations. We may require your support in notifying parents or guardians, as we do not collect or store parent contact information.

As the owner of the Education Records, you may be responsible for the timing, content, cost, and method of any notice requirements triggered by security incidents under applicable laws. When permissible under applicable laws, you may request Creatubbles to bear responsibility for the timing, content and method of such required notice on your behalf.

In all instances, Creatubbles will indemnify Educational Institutions for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Services by Creatubbles. For clarity and without limitation, Creatubbles will not indemnify for any notification costs arising from a breach of you or a third party.

## 7. Contact

Please refer to Creatubbles' [Terms of Use](#) and [Privacy Policy](#) for more details on use of Creatubbles' Services and our privacy practices. If you have any questions, complaints, or claims with respect to the Services, or anything in our Terms of Use, these Additional Terms, or our Privacy Policy, you may contact us at 77 King Street West, Suite 400, Toronto, ON M5K 0A1, Canada or [privacy@creatubbles.com](mailto:privacy@creatubbles.com). We'll do our best to promptly respond to you.