Top Hat Monocle Privacy and Compliance Policy

This document describes how we treat information when students and instructors use the Top Hat Monocle web site and Top Hat Monocle's services, including information provided when they use the web site.

Privacy Policy

When students and instructors sign up to use monocleCAT, we ask for some personal information, as detailed below.

If they are a student, we require their email address, and the name of the educational institution with which they are associated. If students wish to use their cellphone to use monocleCAT service, we require their cellphone number. Students may choose to enter their first name, last name and student ID if they choose to allow their instructor to identify them. We will not use their email address for purposes other than communications directly related to their use of the product, and we will not share their email with third parties. Providing us with their mobile telephone number enables them to submit responses via SMS (“short message service”). We will not use their mobile phone number for any other purpose; in particular, we will not use it to contact them without their express consent, and we will not share it with third parties. First name, last name and student ID are optional fields and will be used exclusively to identify students’ responses so that their teacher(s) may grade them.

If they are a teacher, we require their email address and the name of the educational institution with which they are associated. We will not use their email address for purposes other than communications directly related to their use of the product, and we will not share their email with third parties.

Our servers automatically record information about their use of the service, such as when they log in and submit answers to questions or provide feedback to the instructor. We will associate that information with their account. The instructors may use those data for academic evaluation purposes.

We store and maintain their personal and associated account information in order to provide the service.

Top Hat may conduct statistical analyses on students' performance to study the effectiveness of the system and increase in-class learning. No identification of users will be revealed at any point to any third party.
We do not sell, rent, trade or otherwise disclose personal and associated account information about our web site users.

We use administrative, technical and physical safeguards to protect information in our possession and control against foreseeable hazards. The servers on which user data are stored are located in a secure facility under lock and surveillance. All user data are fully encrypted both during transmission over the internet and while stored on our servers. Please note, however, that perfect security does not exist on the internet.

**Compatibility with FERPA/ HIPPA**

Top Hat Monocle web registration process was specifically designed to consider the privacy act FERPA. The data collected by Top Hat Monocle is minimal. No information from students’ educational records is released to Top Hat Monocle from the institution, students or instructors during registration.

Students are not mandated to disclose their first name and last name, and the student ID is meaningless when disconnected from the course roster. We do not collect or store the students’ IP addresses. Instructors are able to entirely anonymize the data, so that it is not possible to associate data with identifiable students. Therefore, as related to FERPA, we don’t collect non-directory student information in an interpretable or traceable way. The data is safeguarded such that no one at Top Hat Monocle has access to the data.

Top Hat Monocle does not collect any information related to students’ health and fully complies with the HIPPA policy.

The Top Hat Monocle Privacy Policy (outlined above) and the Top Hat Monocle Product Agreement are accessible to all users. They are required to read and accept those terms before their registration is complete.
Security of the data storage:

The data is stored on an Amazon EC2 server database secured by Amazon Web Services (AWS). Security within Amazon is provided on multiple levels with the goal to ensure that data contained within Amazon EC2 cannot be intercepted by non-authorized systems or users and that Amazon EC2 instances themselves are as secure as possible. (For more information about the security of the Amazon EC2, refer to http://aws.amazon.com/articles/1697?_encoding=UTF8&jiveRedirect=1).

The servers are located within the continental US. We will be also happy to consult with institutions IT administrators in implementing a locally hosted registration system.

Product Agreement

By registering to this web site, you agree that you will use Top Hat Monocle products under the terms of this Product Agreement ('Agreement'). As used in this Agreement, the term "Product" refers to Top Hat Monocle's software products, monocleCAT, and its content and documentation. The term 'Top Hat Monocle' or 'us' or 'we' refers to the owner of the monocleCAT whose registered office is 730 Bridge St. Unit 2, Waterloo, ON, N2V 2J4, Canada. The terms "User" or "you" refers to the user or viewer of the web site.

By registering to this web site, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Top Hat Monocle's relationship with you in relation to the Product.

The content of the pages of this web site is for your learning use only. Except for this Agreement and the Top Hat Privacy Policy, the content of this web site is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, performance, completeness or suitability of the information (except for this Agreement and the Top Hat Privacy Policy) and materials found or offered on this web site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this web site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this web site meet your specific requirements.

This web site contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
You acknowledge and agree that Top Hat Monocle own all legal right, title and interest in and to the web site, including any intellectual property rights which subsist in the web site (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

You agree that the contents of all oral and written reports to us and any other materials, information, ideas, concepts, and know-how relative to Top Hat Monocle’s products or web site provided by you (including suggestions and corrections to problems in the Product and documentation) become the property of Top Hat Monocle, which you hereby assign to Top Hat Monocle, and may be used by Top Hat Monocle for all business purposes, without any accounting or any payment to you. Under no circumstances will Top Hat Monocle become liable for any payment to you for any information that you provide, whether concerning the Product or otherwise, no matter how such information is used or exploited by Top Hat Monocle or anyone else.

If you are a teacher, you will retain ownership of any content that you upload to the web site for use with Top Hat Monocle’s products as part of your teaching activities. Top Hat Monocle will not sell, share, make available (except to your students, as intended by you) or otherwise use said content without your express written consent.

You agree that you will not reproduce, duplicate, copy, sell, trade or resell any components of the web site for any purpose.

Unauthorized use of this web site may give rise to a claim for damages and/or be a criminal offense.

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the web site.

You agree to the use of your data in accordance with Top Hat Monocle’s privacy policy.

If you become aware of any unauthorized use of your password or of your account, you agree to notify Top Hat Monocle immediately at info@tophatmonocle.com.

Sincerely,
Mike Silagadze

Co-founder, CEO Top Hat Monocle
November 4th, 2011