



Memorandum of Understanding among Colorado High School Activities Association, ArbiterSports, LLC and PlanetHS, LLC

Below is the Privacy Policy of ArbiterSports, LLC and PlanetHS, LLC as applicable to users of the websites described herein. In addition to the published policies described below, we add the following clarifications of our commitment to protect the privacy of the Colorado High School Activities Association ("CHSAA") and the students, parents, and employees of the member schools of CHSAA. The information provided by schools, students and parents using the PlanetHS/ArbiterSports platform is for the purpose of determining eligibility of those students to participate in school sponsored athletics and activities at schools that are members of CHSAA. Exhibit A, which describes technical details of the PlanetHS/ArbiterSports platform is a part of this Memorandum. The technical details described therein will not be materially changed without providing notification to CHSAA and its member schools. We will maintain insurance coverage as described on Exhibit B.

1. The information and data provided by member schools to CHSAA belongs to CHSAA. We will not sell or transmit personally identifying information or data to third parties without CHSAA's explicit approval. We may provide aggregated general statistical data about usage, demographics, etc. to third parties.
2. The information and data accumulated by member schools from and about students, parents, coaches and other constituents of the schools belongs to the schools. We will not sell or transmit personally identifying information or data to third parties without the relevant school's explicit approval. We may provide aggregated general statistical data about usage, demographics, etc. to third parties. We will obtain the consent of CHSAA, the school, the student or the student's parent (or guardian) before using student personally identifiable information in a manner that is materially inconsistent with our Privacy Policy or materially inconsistent with the contract between us and CHSAA. We will not use or share student personally identifiable information for purposes of targeted advertising to students, unless CHSAA, the school or a parent (or guardian) provides express consent to such contacts.
3. The data elements of personally identifiable language collected about students are:
 - a. Official First Name
 - b. Official Last Name
 - c. Grade
 - d. Date of Birth
 - e. Number of Semesters Previously Enrolled Since First Entering High School
 - f. Number of Semesters Previously Enrolled In This High School
 - g. Total Number of Full Credit Courses Passed Last Semester Attended
 - h. Total Number of Full Credit Courses Failed Last Semester Attended
 - i. When did the student become eligible?
 - j. Number of Full Credit Courses Enrolled This Semester
 - k. Where and when last two semesters of attendance were completed.
 - l. Sports or activities in which student participate
 - m. Information needed to determine the eligibility of students transferring schools will require the additional information:
 - i. Current Address
 - ii. Former Address
 - iii. Parent's phone number
 - iv. Previously attended high schools with dates of attendance



4. In the event that a modification to the Privacy Policy is planned, we will provide direct notice to CHSAA. We will also post a notification on our web sites which will be required to be viewed by the athletic director or athletic secretary, prior to proceeding on the web sites. This notification will provide each athletic director and athletic secretary specific information about the upcoming change.

Privacy Policy

PlanetHS, LLC operates in some markets as PlanetHS; also, its products are sometimes marketed under the brand "ArbiterAthlete". ArbiterSports, LLC owns the "ArbiterAthlete" name and operates that website among others in the ArbiterSports portfolio.

PlanetHS/ArbiterSports ("we," "our") has created this privacy policy (this "Privacy Policy") in order to demonstrate our firm commitment to your privacy. This document describes the practices of PlanetHS/ArbiterSports with respect to the collection of user information and the use, storage, protection, and disclosure of such information. This document only applies to user information collected from the PlanetHS/ArbiterAthlete Websites, located at www.planeths.com (the "PlanetHS Website") and www.arbiterathlete.com (the "ArbiterAthlete Website") and does not address the privacy of information we obtain from places other than our Websites. Additionally, this Privacy Policy does not apply to the Websites of third parties, including any third-party Websites to which we may provide links on the PlanetHS/ArbiterAthlete Websites. Such third-party Websites are governed by their own privacy policies and practices. In all cases, we encourage you to ask questions and to provide data only to sites whose practices and personnel you trust.

Consent, Scope, and Amendments

You accept this Privacy Policy when you sign up for, access, or use the PlanetHS/ArbiterAthlete Websites or any products, services, content, features, technologies, or functions offered through or in connection with the PlanetHS/ArbiterAthlete Websites. We may change this Privacy Policy from time to time to address new issues and to reflect changes to the PlanetHS/ArbiterAthlete Websites. We will post any such changes to the PlanetHS/ArbiterAthlete Websites, and such changes will become effective upon posting. You are advised to review this Privacy Policy regularly. Your continued use of the PlanetHS/ArbiterAthlete Websites following the posting of any changes to this Privacy Policy will mean that you accept such changes. If you do not agree with this Privacy Policy or any changes to this Privacy Policy, please do not access or use the PlanetHS/ArbiterAthlete Websites.

Information Collected and How It Is Used

We do not collect any personally identifying information about you unless you or the organization to which you belong voluntarily submits such information to us. Personal identifying information is any data that can be used to identify or contact a single person. We do not consider personal identifying information to include information that has been made anonymous so that it does not identify a specific individual.

In order to process payments, we may collect sensitive financial information such as credit card and bank account numbers. We will not provide such financial information to third parties without your permission or for promotional purposes. If you do not provide required financial information, you will not be able to send or receive payments using the PlanetHS/ArbiterAthlete Websites.

We may also use and distribute your personal information to enable our contracted service providers and strategic partners to support our business operations, including, without limitation, bill collection, marketing, fraud detection, product and service development, and technology services. With respect to any such third-party service provider acting as an agent on our behalf, we will ensure such party is subject to laws providing the same level of privacy protection and agrees in writing to provide an adequate level of privacy protection.

From time to time, either by telephone or through mailings, we may also notify you about new products and services we are offering. Further, we may use your personal information to contact you through an PlanetHS/ArbiterSports sales representative to determine whether you are interested in other products or services related to PlanetHS/ArbiterSports. If you do not want to be contacted regarding our products and services, simply tell us when you provide us with your



personal information or advise the PlanetHS/ArbiterSports sales representative accordingly, and you will not be contacted again for such purposes.

As necessary, we may use your personal information to contact you about your account or the terms of any agreements we may have with you, including this Privacy Policy. Because such information is important to your ongoing business relationship with PlanetHS/ArbiterSports, you may not opt out of receiving such communications.

When requesting technical support, you may be asked to provide certain additional personal information that we deem necessary to identify you and to associate you with one of our user groups. Note that for quality and training purposes, we may monitor or record our telephone conversations with you or anyone acting on your behalf and, by contacting us, you acknowledge that your communication may be overheard, monitored, or recorded without further notice or warning. In all situations, you are not required to provide any personal information that we may request, but, if you choose not to do so, in many cases we will not be able to provide you with our products or services or respond to any queries that you may have.

We may also provide your personal identifying information to a third party in connection with any reorganization, merger, sale, assignment, joint venture, or other transfer or disposition of some or all of the assets of PlanetHS, LLC and /or ArbiterSports, LLC or its affiliated entities, and you acknowledge and agree that we can accordingly assign, sell, license, or transfer to such third party any information, including personal identifying information, that you or the organization to which you belong has provided to us. In such event, we will require such third party to agree to treat such information in accordance with this Privacy Policy.

As is true of most internet services, PlanetHS/ArbiterSports also automatically collects and stores certain non-personal identifying information sent to us by your computer, mobile phone, or other device whenever you access the PlanetHS/ArbiterAthlete Websites. Non-personal identifying information includes data that does not, on its own, permit direct association with any specific individual. Non-personal identifying information may include, without limitation, your IP address, operating system, Internet service provider, mobile network information, the type of browser, computer, or mobile device that you use, how you use the PlanetHS/ArbiterAthlete Websites, and other similar information, as well as data we have obtained from you and aggregated with other user information. PlanetHS/ArbiterSports collects this information to make it easier and more efficient for you to use the PlanetHS/ArbiterAthlete Websites and to allow us to understand how our users as a group use the services and resources provided on the Websites. Such non-personal identifying information is collected in a number of ways, including tracking your activities through "cookies," your IP address or most recently visited URL, or your mobile device. (For more information on cookies, IP addresses, or mobile devices, please see the appropriate sections below.) We may eventually use such information to tailor the content, services, and advertisements by sponsors selected by the relevant association, district or school on our Websites to your current and future needs. We may also use such information to determine which areas of our Websites are the most commonly used, which areas need improvement, and what technologies are being used so that we may continually improve our Websites.

Cookies

When you access the PlanetHS/ArbiterAthlete Websites, we may place small data files on your computer or other device. These data files may be cookies, pixel tags, "flash cookies," or other similar technologies (collectively, "Cookies"). Cookies make the PlanetHS/ArbiterAthlete Websites easier for you to use because they save your preferences while you are at our site (although we do not save your passwords in Cookies). They also help us better understand user behavior and facilitate and measure the effectiveness of advertisements by sponsors selected by the relevant association, district or school. Cookies contain information that the server computer "knew" in the first place and are designed to only be read by the serving domain that placed them. Cookies are a standard part of Internet use and allow server computers to recognize your computer's browser when you return to our site. The non-personal identifying information that we track with Cookies is anonymous and is not used to identify, or lead us back to, any particular visitor.

Most browsers are set to accept Cookies. However, you can set your browser to refuse Cookies, or to alert you when Cookies are being sent. If you elect not to accept Cookies, please note that some parts of the PlanetHS/ArbiterAthlete Websites may not function properly, or at all, or may be considerably slower.

IP Address

An "Internet Protocol" or "IP" address is a number that is automatically assigned to your computer whenever you are using the World Wide Web. Web servers, the large computers that "serve up" web pages, automatically identify your



computer by its IP address. We may use IP addresses to analyze trends, administer our site, track users' movements, and gather broad demographic information for aggregate use. IP addresses are not normally linked to personal identifying information, which means that a user's session will be logged but the user remains anonymous to us. To the extent IP addresses or similar identifiers are considered personal identifying information by local law however, we will treat such identifiers as personally identifying information.

Mobile Devices

We may offer you the ability to connect to the PlanetHS/ArbiterAthlete Websites using a mobile device, either through a mobile application or via a mobile optimized Websites. The provisions of this Privacy Policy apply to all such mobile access and use of mobile devices.

When you download or use our mobile applications, or access one of our mobile optimized sites, we may receive information about your location and your mobile device, including a unique identifier for your device. Most mobile devices allow you to control or disable location services in the device's settings menu. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or the manufacturer of your particular device.

Disclosure of Information

As part of the registration process, PlanetHS/ArbiterSports may provide you with the option of receiving information from third parties. If you select this option, PlanetHS/ArbiterSports will transfer your contact information to third parties. If in the future you decide you no longer want us to transfer your contact information to third parties for such purposes, you may call the PlanetHS Customer Support Department at 888-668-7452 and/or the ArbiterSports Customer Support Department at 800-311-4060 to opt out. Please note that PlanetHS/ArbiterSports is not responsible for removing your information from third party lists or entities with which you have previously authorized PlanetHS/ArbiterSports to share your information. You will need to contact those third parties directly to request removal from their lists. We do not sell or rent your personal identifying information to any third parties. We will notify you at the time of data collection or transfer if your data will be shared with a third party, and you will have the option of not permitting the transfer. If you do not wish your data to be shared, you can choose not to use a particular service or not to participate in certain promotions or contests.

We may sell and rent aggregated information about our users generally to our advertisers, business partners, sponsors selected by the relevant association, district or school, and other third parties. We also may produce aggregated reports for advertisers identifying, for example, the number of users that visit our site or different areas of our site, the number of users that clicked on an advertisement, or the number of users that read a particular article. Aggregated information refers to information that cannot be directly linked to a specific individual. For example, we may know that 25,000 people visited our site today, or that 75% of those visitors were women, but we do not know their names. We may use aggregate information to customize our content and advertising, or to deliver a better experience for our visitors.

Disclosure of Information in Special Circumstances

PlanetHS/ArbiterSports reserves the right to disclose personal and other information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating the terms of any of our agreements, including, without limitation, this Privacy Policy and PlanetHS, LLC /ArbiterSports, LLC Terms and Conditions, or who may be causing injury to or interference with (either intentionally or unintentionally) PlanetHS/ArbiterSports rights or property, other PlanetHS/ArbiterSports users, or anyone else that could be harmed by such activities. Further, we may disclose information if we determine that, for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate. PlanetHS/ArbiterSports may also disclose or access account information for administrative and other purposes that we deem necessary to maintain, service, and improve our products and services and the PlanetHS/ArbiterAthlete Websites.

Data Integrity and Access to Personal Information

PlanetHS/ArbiterSports shall only process personally identifying information in a way that is compatible with and relevant for the purpose for which it was collected or authorized. To the extent necessary for those purposes, PlanetHS/ArbiterSports shall take reasonable steps to ensure that personally identifying information is accurate, complete, current, and reliable for its intended use. You can help PlanetHS/ArbiterSports maintain the accuracy of your personal information by notifying us when you change your address, phone number, or email address. This may be done



in the user profile section of any account and is available to the user to update at any time. For other personal information that we hold, we will provide you with access for any purpose, including to request that we correct the data if it is inaccurate or delete the data if PlanetHS/ArbiterSports is not required to retain it by law or for legitimate business purposes. We may decline to process requests that are frivolous, vexatious, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law.

Links to Other Sites

Users will find advertisements by sponsors selected by the relevant association, district or school or other content on the PlanetHS/ArbiterAthlete Websites that may link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors, and other third parties. In many cases, the links represent cooperative projects or are mutual links established with persons or entities connected with our site. We do not control the content or links that appear on these third-party sites. In addition, these third-party sites or services, including their content and links, may be constantly changing. These third-party sites and services may have their own privacy policies and customer service policies, or no policy at all. We encourage you to review the privacy policies of any third-party site or service before providing any of them with your personal information.

Security

Protecting your privacy and your information is a priority at PlanetHS/ArbiterSports. We do not rent or sell the personal financial information you provide to us. All connections to the website, occur over industry-standard secure TLS connections using a strong cipher and minimum 2048-bit key size certificate. A firewall is used to limit connections to the servers to the relevant ports needed for the websites to function. Other connections are blocked completely or limited to authenticated users and IPs. All external access occurs over secured VPN & SSH connections to prevent any interception of traffic. Physical access to the servers is secured by Rackspace. Access to any PII data requires a user to be authenticated, and have their permissions verified prior to being able to see any data. In addition, as an added security measure, if you use a credit card to make a purchase on our site, an PlanetHS/ArbiterSports representative may call you to verify the transaction.

The data received from Pre-participation forms are only used to complete the information needed to submit eligibility for student athletes and to provide information to the school and district. PlanetHS/ArbiterAthlete Websites comply with relevant FERPA and HIPAA requirements regarding security and privacy. Only school administrators and staff that have been designated by the school have access to view the information – principal, athletic director and assistants, coach of relevant teams and athletic trainers. PlanetHS/ArbiterAthlete Websites requires the following security measures: all access to the site(s) is over HTTPS access to the physical servers is restricted to senior IT staff, and remote access is only over secure channels. All unnecessary services are disabled; firewalls are configured for each service to allow only approved traffic through. HIPAA hardware compliance is achieved with our use of single-tenant hardware and covered by Rackspace's BAA.

While we use SSL encryption to protect sensitive information online, we also take steps to protect user information off-line. Access to all of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifying information. Furthermore, employees are kept up-to-date on our security and privacy policies and practices, and such policies and practices are strictly enforced. Finally, the servers on which we store personally identifying information are kept in a secure environment.

Of course, there is no such thing as "perfect security" on the Internet, and no data transmission can be guaranteed to be secure. As a result, while we strive to protect your personal information, PlanetHS/ArbiterSports cannot and does not ensure or warrant the security of any information you transmit to us or put on our Websites, and you do so at your own risk.

Passwords

Your PlanetHS/ArbiterAthlete Website account information is password protected so that only you are authorized to access this personal information. We strongly recommend that you do not divulge your password to anyone. PlanetHS/ArbiterSports will not ask for your password in an unsolicited phone call or in an unsolicited email.



Retention of User Information

We may retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

PlanetHS, LLC
Customer Support Department
253 Royal Palms Drive, Suite 1
Atlantic Beach, FL 32233
Attn: Chief Privacy Officer
Email: schoolsupport@planeths.com
Telephone: 888-668-7452

ArbiterSports, LLC
Customer Success Department
235 W Sego Lily Drive, Suite 200
Sandy, UT 84070
Attn: Chief Privacy Officer
Email: supportsuccess@arbiterSports.com
Telephone: 800-311-4060

Enforcement and Additional Information

PlanetHS/ArbiterSports uses a self-assessment approach to ensure compliance with this Privacy Policy and periodically verifies that this Privacy Policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented and accessible, and in conformity with local law. We encourage interested persons to raise any concerns using the contact information provided below, and we will investigate and attempt to resolve any complaints and disputes regarding the use and disclosure of personally identifying information in accordance with local law.

To access your information, ask questions about our privacy practices, or issue a complaint, please contact us at:

PlanetHS, LLC
Customer Support Department
253 Royal Palms Drive, Suite 1
Atlantic Beach, FL 32233
Attn: Chief Privacy Officer
Email: schoolsupport@planeths.com
Telephone: 888-668-7452

ArbiterSports, LLC
Customer Success Department
235 W Sego Lily Drive, Suite 200
Sandy, UT 84070
Attn: Chief Privacy Officer
Email: supportsuccess@arbiterSports.com
Telephone: 800-311-4060

If a complaint or dispute cannot be resolved through our internal process, we agree to dispute resolution using the Council of Better Business Bureaus, Inc. ("CBBB") as a third-party resolution provider.

Children's Privacy Policy

Collection of Information from Children under the Age of 13

In accordance with the requirements of the Children's Online Privacy Protection Act, PlanetHS/ArbiterSports is exempt from regulation. Nonetheless, PlanetHS/ArbiterSports requires all children under the age of 13 provide their parents email address before their account is activated. The parents are immediately notified that their child has created an account on PlanetHS/ArbiterAthlete websites and the parents are provided with links in that email notification to this policy and to the area of the PlanetHS/ArbiterAthlete websites where they may follow the activities of their child on PlanetHS/ArbiterAthlete websites. They are also provided the email address and telephone number to use if they want their child's account on PlanetHS/ArbiterAthlete websites disabled.

Information Collected

PlanetHS/ArbiterAthlete websites directly collects the following information from children under the age of 13: first and last name; email address; name of the child's school; the child's graduation year; the child's student ID number; birthday; gender; zip code. This is the minimum amount of data needed to allow the child to use the features of PlanetHS/ArbiterAthlete websites. Although PlanetHS/ArbiterAthlete websites do collect other data using passive methods (such as through the use of cookies, etc.), all information that PlanetHS/ArbiterAthlete websites collect passively is anonymous user data that cannot be tied to individually identifiable information.



Use of Information

PlanetHS/ArbiterSports uses information collected from children under the age of 13 for internal purposes only, namely recordkeeping and directing the content that PlanetHS/ArbiterAthlete websites provides to the appropriate users.

No Third-Party Disclosure

PlanetHS/ArbiterSports does not share information collected from children under the age of 13 with third-parties.

Parental Rights

By contacting PlanetHS/ArbiterSports (either by telephone or email, as provided below), parents may direct PlanetHS/ArbiterSports to provide all of the information that PlanetHS/ArbiterAthlete websites have collected from their child for review by the parents. Parents may also direct PlanetHS/ArbiterSports to deactivate their child's account and refuse to permit PlanetHS/ArbiterAthlete websites to continue to collect or use their child's information.

Child's Use of the PlanetHS/ArbiterAthlete Website

PlanetHS/ArbiterSports may not and will not condition a child's use of the PlanetHS/ArbiterAthlete Websites or participation in an activity through the PlanetHS/ArbiterAthlete Websites on the disclosure of more information than is reasonably necessary to participate.

PlanetHS/ArbiterAthlete Contact Information


The name and contact information of the operator of the PlanetHS/ArbiterAthlete Websites are:

PlanetHS, LLC
Customer Support Department
253 Royal Palms Drive, Suite 1
Atlantic Beach, FL 32233
Attn: Chief Privacy Officer
Email: schoolsupport@planeths.com
Telephone: 888-668-7452

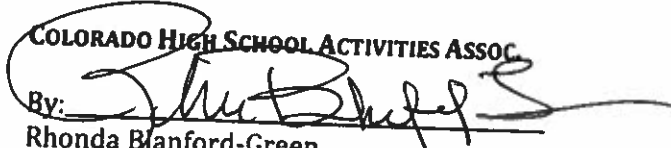
ArbiterSports, LLC
Customer Success Department
235 W Sego Lily Drive, Suite 200
Sandy, UT 84070
Attn: Chief Privacy Officer
Email: supportsuccess@arbiterSports.com
Telephone: 800-311-4060

Last updated February 26, 2018.

PLANETHS, LLC:

By: 
Joe Hawkins
President & CEO

COLORADO HIGH SCHOOL ACTIVITIES ASSOC

By: 
Rhonda Blanford-Green
CHSAA-Commissioner

ARBITERSPORTS, LLC:

By: 
Jeff Triplette
President & CEO



**Exhibit A to Memorandum of Understanding
among Colorado High School Activities Association, ArbiterSports, LLC and PlanetHS, LLC**

TECHNOLOGY ELEMENTS

Section I: Data Center

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X		Microsoft Azure FERPA and HIPAA compliant program Microsoft Azure Cloud – East US 2 (Virginia) & Central US (Iowa)	Is a nationally recognized data center or hosting service used?
	X		https://www.microsoft.com/en-us/TrustCenter/Compliance/ISO-IEC-27001	Data center infrastructure has been evaluated against ISO 27001.
	X		https://www.microsoft.com/en-us/trustcenter/compliance/soc	Data center infrastructure has undergone an SSAE 16 or SOC 2 Type II (preferred) review.
	X		Qualys Vulnerability scan has been completed. Results from most recent scan will be provided.	A third party has performed an external vulnerability (e.g., Nessus) scan.

Section II: Identification and Authentication (I&A)

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			Application requires authentication for access to data.
	X		We have integrated with district ADFS, and SAML solutions.	Application can/has the capability to use district centralized authentication such that district user can authenticate using district domain password. (e.g., SAML/ADSI/LDAP)
	X			Access to application is through unique and individually identifiable means (no shared logins).
	X			Administrative logins to application are required to have strong passwords.
	X			Every login is tied to a real, specific human; no shared logins.
	X			Unnecessary built-in user IDs are disabled.

Section III: Data Sharing

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			The Service Provider does not disclose data (PII or de-identified) to any other entity for any reason
	X			The Service and/or application provider will not use data collected for unauthorized marketing or research.

Section IV: Data Protection

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X		Azure uses AES-256 for disk encryption at rest.	Sensitive application data (including student or employee data and any PII or PHI) is encrypted at rest. Please provide name encryption algorithm in Supporting Details area
	X		All traffic is forced to HTTPS, we're using TLSv1.2 with strong AES cipher options for uploads. We currently have an "A" rating from the Qualys SSL Labs report.	Sensitive application data (including student or employee data and any PII or PHI) is encrypted in transit. Please provide name encryption algorithm in Supporting Details area
	X			User credentials are encrypted at rest and in transit.
	X			Encryption keys are never stored in cleartext such as in configuration files.
	X		Hardware certification information is here: https://www.microsoft.com/en-us/trustcenter/Compliance/FIPS Software is built upon industry standard packages.	Provide hardware certification information
	X			Database and other application interface credentials are encrypted at rest and in transit.
	X			Connection to database is encrypted.
	X			Database tables/fields are protected using FIPS-140-compliant encryption for all tables/fields containing sensitive data.

Section V: Audit

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X		We utilize a robust audit log system which logs all key events for users, content, and system events. Audit logs are backed up and secured.	Application logs all key events.
	X			Application logs to Service Provider's central logging servers.
	X			Application logs changes to privileges within application.
	X			Application logs all access to student or employee data and any PII or PHI in an individually identifiable way.
	X			Application log does not contains credentials (e.g., passwords).
	X			Application log is time-stamped.
	X			Application server is time-synchronized to a known source (e.g., NTP, NIST).
	X			Application warns an administrator when the audit records are nearly full.
	X			The application audit records are not vulnerable to unauthorized deletion, modification, or disclosure.
	X			A process exists to ensure that application log files are retained for at least one year.

Section VI: Application Operation

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			Application supports role-based access.
	X			The application process runs only with privileges necessary for proper operation (for example, root or administrator privileges are only used for specific required operations, while in normal mode the application runs as a user without administrative privileges).
	X			Application users cannot circumvent the intended user interface to access resources in its supporting infrastructure.

Section VII: Application Network Architecture

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			The application network architecture does not inappropriately expose resources.
	X		SSH w/key-based authentication is the only enabled option.	Application/system uses secure protocols for administration.
	X		SFTP is used for all PII transfers.	Application/system uses secure protocols for file/data transfer (e.g., SSL, SCP) and not FTP, CIFS, etc.

Section VIII: Application Configuration and Authorization

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X		Links to Terms of Use & Privacy Policy are on the account creation page and login page and may be accessed before creating an account.	The application displays links to Terms of Use and Privacy information upon account creation and user login.
	X			The application does not store authentication credentials on client computers after a session terminates.
	X			Non-privileged users cannot perform privileged functions.
	X			Application users can explicitly terminate a session (logout).
	X			The application validates user inputs before processing them.

Section IX: Data Export

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			Application provides a method whereby, upon request, district can obtain a copy of its data.

Section X: Disaster Recovery

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			A disaster recovery plan exists for this application (if applicable).
	X		All relevant data is backed up currently. Application code changes are tracked in source control.	A data backup/restore plan exists for this application.
	X		By December 31, following the school year in which a student is no longer eligibility to participate in CHSAA sanctioned athletics and activities (due to graduation, age or completion of eight semesters of participation), the student's name will be scrubbed and replaced with random characters. The result is that the student name will not be recognizable, and the student name is permanently and irretrievably disassociated from all other data in that record. The anonymous data from that record will continue to be available to CHSAA for aggregated data analysis, such as tracking participation trends in athletics and activities.	A data destruction plan exists for this application.
	X			If SaaS, Service Provider has a Secure Software Development Life Cycle (SSDLC) in place that includes peer code review and developer security training.
	X			A code promotion/release management strategy is in place (if applicable).

Section XI: Information Security Program

N/A	Yes	No	Provide Supporting Details	Assessed Element
	X			Service Provider agrees to notify the District in the event of a security breach.
	X			Service Provider regularly monitors vulnerabilities in underlying products (e.g., Microsoft, Linux, databases) and patches all critical vulnerabilities within 30 days.
	X			Service Provider monitors 3rd party consultants/contractors' access to Service Providers data and requires an NDA (non-disclosure agreement) where applicable.
	X			Employees receive background checks before hire.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/07/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fletcher & Company P. O. Box 50069 Jacksonville Beach, FL 32240-0069 Fletcher & Company		Phone: 904-249-2345 Fax: 904-246-7986	CONTACT NAME: Mary Schneider PHONE (A/C, No, Ext): 904-694-0320 FAX (A/C, No): 844-396-3748 E-MAIL ADDRESS: MSchneider@fletcherandcompanyfl.com
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED PlanetHS, LLC Joe Hawkins PO Box 3091 Ponte Vedra Beach, FL 32004-3091	NAIC #
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		ZLP15P67903	08/12/17	08/12/18	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:			BA4D446867	08/12/17	08/12/18	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP15P70410	08/12/17	08/12/18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	UB5D257311	08/12/17	08/12/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			ZPL15P67927	08/06/18	08/12/18	Cyber 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Colorado High School Activities is additional insured on the general liability and professional E&O with Cyber as required by written contract. A waiver of Subrogation applies in favor of Colorado High School Activities Association

CERTIFICATE HOLDER**CANCELLATION**

COLORAD Colorado High School Activities Association 14855 E 2nd Ave Aurora, CO 80011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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