



# Privacy and Security

Turnitin respects your privacy and vigorously protects your personal data. We work hard to achieve extremely high levels of security through the use of appropriate technical and organisational measures which are described below. Turnitin complies with the relevant security standards of the US, EU and Switzerland. The Privacy Policy below is reviewed regularly in line with changes in global legislation. For the purposes of this policy, 'personal data' shall have the meaning ascribed to it under the definition of 'personal data' under the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR).

Turnitin complies with the security standards of the US, EU and Switzerland

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## Privacy Pledge

□ *Integrity is at the heart of all we do; it defines us.* □

- *Chris Caren, CEO of Turnitin*

The Privacy Policy below covers the kind of personal data we collect (and how), what we do with it, and how we protect any personal data you provide. Protecting your personal data is our top priority.

- We are fully committed to transparency and using technology responsibly, no matter what changes emerge from our rapidly evolving digital world;

- As we strive to create new possibilities in education, we hold ourselves to the highest ethical standards. We strive to adhere to the strictest privacy practices so that your trust is well-deserved; and
- Because your peace of mind is important to us, we guard your personal data with the utmost care. We use it only for lawful reasons.

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# Privacy Policy

**Last Updated: 29th August 2018**

This Privacy Policy applies to all businesses and group companies of Turnitin. This policy describes how Turnitin collects, uses, shares, and secures the personal data you provide. It also describes your choices regarding use, access, and changes to your personal data. Data collected through our service will be limited solely to the purpose of providing the service for which you (the Client) have engaged Turnitin. If and when a third-party company provides a related service to support our service, such as language translation, we make sure that when personal data is processed by them, we require that those third-party companies meet our security standards and those of the applicable legislation that applies from time to time.

## Why we collect personal data

When you create an account with us, or when a student has their work processed by Turnitin, we process personal data (such as name, email address, job title, and school) so that we can correctly administer your account and provide you with the best customer service. All personal data we process is directly linked to a specific purpose, such as requesting access to our academic content database, or requesting web content (i.e. a newsletter, case study, video, etc.).

At any time, you can access, update, rectify or erase any personal data by logging into your account and clicking "User Info" or contacting Customer Support. Please see our Privacy Policy for more detailed information about how we protect your personally identifiable information.

## Protecting your data

We endeavor to keep your personal data safe and secure at all times. Depending on the Turnitin solution used, personal data is normally processed both in Europe and in the United States with robust technical and organizational safeguards in place to protect such personal data.

Passwords are required to access your personal data, so please remember to keep your password confidential. Even with the best security systems, it is impossible to guarantee 100% protection from hackers and unauthorized third parties who capture information provided over public networks.

When a paper is submitted to Turnitin, it is compared against a vast, secure proprietary database of licensed source material, including millions of periodicals, academic journals, books, and web pages. Turnitin also maintains a separate repository of student papers. Each institution (at the discretion of his or her school administrator) can determine whether or not to include student papers in the repository. We can remove student papers from the standard repository at the request of a school administrator.

## Multi-jurisdictional compliance

As a global company, one area of ongoing debate and development concerns the mechanisms put in place to monitor cross-border data transfers. For example, the Safe Harbor regime was dissolved as a global legal framework, and EU-US/EU-Swiss Privacy Shield took its place, and was later invalidated as well. Turnitin is fully committed to going through any reviews and certifications needed to meet new rules and requirements, no matter how complex. We have recently undergone an external audit to ensure that we uphold best practices for data privacy and protection and meet our customers' evolving needs.

## What's most important

### 1. Compliance

Turnitin serves a global community of educators and students, whose views on data privacy may differ significantly. Not only does Turnitin respect all opinions and carefully abide by the data privacy laws in each country we serve, we opt for the highest standards and aim to be leaders in the field. Our products and services, as well as our privacy policies, are regularly

audited and inspected by both employees and external consultants to ensure that we meet, and exceed where possible, privacy expectations and requirements. Turnitin conducts periodic compliance reviews to verify that this Privacy Policy is accurate, comprehensive, prominently displayed, lawful, complete, implemented, and accessible. Any employee who violates this Privacy Policy will be subjected to disciplinary action.

### **Standard Contractual Clauses**

For data transfers outside the EEA we utilize the Standard Contractual Clauses (EU Directive 95/46/EC), which meet the adequate mechanism requirements of all EU members. In each case, we put in place appropriate technical and organisational measures to protect personal data, and additional safeguards in relation to the potential impact of US laws.

### **Evolving Legislation**

Due to the ever-changing nature of legislation around data privacy, we reserve the right to make lawful changes as needed and recommend that you periodically check this Privacy Policy to see if there have been any new developments or changes. We continually look for ways to move toward more robust protection.

## **2. Personal data**

Because we provide education services, we are vocal advocates for safeguarding student data and privacy and want to make sure that parents, educators, and schools know this, which is why we took the Student Privacy Pledge, put forth by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA).



### **Data We Collect**

When an institution's administrator or instructor creates an account with us, we ask for their personal data such as name, email, phone, and job title, so that we can correctly administer their account and provide them with the best customer service.

The type of information we request is connected to a specific purpose, namely to:

- Verify your identity and connection with a specific institution or company, to determine your eligibility to use our services or mobile application "Turnitin Feedback Studio";
- Download content from our website, such as demos, whitepapers, or webcasts;
- Provide receipt and confirmation of successful text uploads;
- Send important messages about our service, such as any changes to functionality;
- Send system emails, including account setup and password retrieval information, as well as digital receipts when you submit papers to the Turnitin Database; and
- Provide additional product and service support as needed.

When you use our services, the type of device you use and the version of your operating system is automatically collected. Turnitin collects information under the direction of its clients, and has no direct relationship with the individuals whose personal data it processes. Turnitin works with its clients to help them provide notice to their customers concerning the purpose for which personal data is collected.

### **Putting You in Control**

We always give you the choice to opt out of email communication, with the exception of system emails, such as digital receipts and password reset information. In the context of processing student papers, Turnitin has no direct relationship with the individuals whose personal data it processes. Turnitin acknowledges that you have the right to access your personal information. An individual who seeks access or would like to correct, amend, rectify or erase data, or should direct his/her query to the institution that is Turnitin's customer (the 'data controller'). If the customer requests that Turnitin erases the data, we will respond within 30 calendar days. If you are an individual user who has questions or would like to make changes to your personal data, please contact the institution through which you use our service.

Upon lawful request, Turnitin will provide information about any personal data we process. At any time, customers may access, correct, change completely or anonymize the personal data that you have provided us by following these steps:

1. Log in to your account using your username and password;

2. Click the "User Info" link on the navigation bar to open your user profile and view or make changes to your personal data; and
3. If you have any trouble or would like for us to make changes for you, please email [tiisupport@turnitin.com](mailto:tiisupport@turnitin.com). To honor a change request, we will need the exact information you want changed, as well as information sufficient for us to identify the type of communication you received from us. Our Customer Support can also provide you with information about whether we hold, or process on behalf of a third party, any of your personal data. We respond to requests within 30 calendar days.

### **Exceptional Circumstances**

We may disclose your personal data in order to comply with a subpoena, court order, or similar legal process or government request when we are required by law to do so. If Turnitin is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal data, and choices you may have regarding your personal data. We will only disclose your personal data to a third party with your prior consent.

## **3. Tracking technologies**

### **Cookies**

Turnitin and its partners may use cookies or similar technologies to analyze trends, administer the Site, track users' movements around the Site, and gather demographic information about the user base as a whole. It does not use cookies for profiling. You can control whether or not cookies are allowed through your browser. If you choose to disable cookies, it may limit use of certain of features or functions of our websites or service. To manage Flash Local Shared Objects (LSOs), which are sometimes called Flash cookies, [please click here](#).

### **Social Media Features & Widgets**

Our website includes social media features, such as the Facebook "Like" button, the "Share This" widget, or interactive mini-programs that run on our site. These features may collect your IP address, record which pages you visit on our site, and set a cookie to enable the feature to function properly. These features and widgets are sometimes hosted by a third party. Your interactions with these features are governed by the Privacy Pledge of the company providing

the specific feature.

## Ads

We do not serve ads on our site. We partner with a third party to manage our advertising on other sites. Our third-party partner may use technologies such as cookies to gather information about your activities on this site in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads on other sites, you may opt-out by [clicking here](#) (or if located in the European Union [click here](#)) Please note this does not opt you out of being served ads. You will continue to receive generic ads.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you and to improve site functionality.

## Blog

Our website offers publicly accessible blogs. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal data from our blog or community forum, email us at [tiisupport@turnitin.com](mailto:tiisupport@turnitin.com). In some cases, we may not be able to remove your personal data, in which case we will let you know if we are unable to do so and why. You may also post a comment on our blog with the use of a third-party application that may require you to register to post a comment. We do not have access or control of the information posted to the blog. You will need to contact or login into the third-party application if you want the personal data that was posted to the comments section removed. To learn how the third-party application uses your information, please review their privacy policies.

## 4. Choice

We always give you the choice to opt out of email communication, with the exception of system emails, such as digital receipts and password reset information.

- You have the opportunity to opt-out of receiving communications from us when we first

request your personal data;

- You can opt out of receiving further communications by visiting our [email preferences page](#); and
- You can modify your personal data anytime by logging in to your account, selecting "User Info," and making changes as desired.

You may also contact us at [tiisupport@turnitin.com](mailto:tiisupport@turnitin.com) and ask that we make changes on your behalf, but to honor your request, we will need the exact information you want changed, as well as information sufficient for us to identify the type of communication you received from us. Anytime you provide personal data to us, you determine whether or not we may disclose such information in a personally identifiable form to a third party or use it for purposes different from the purposes for which it was originally collected or subsequently authorized.

## 5. Transfer to third parties

Turnitin does not sell your personal data to third parties. Except in connection with the purposes for which it was originally collected, no personal data will be provided to a third party. If we transfer personal data to a third party, we will require that the third party agree to confidentiality requirements, and applicable legal requirements. We will share your personal data with third parties only in the ways that are described in this Privacy Policy. If you do not want us to share your personal data with these companies, contact us by sending an email at [tiisupport@turnitin.com](mailto:tiisupport@turnitin.com).

Turnitin may transfer personal data to companies that help us provide our service. These companies are authorized to use your personal information only as necessary to provide these services to us. Transfers to subsequent third parties are covered by the provisions in this policy regarding notice and choice and the service agreements with our clients.

Our website includes links to other websites whose privacy practices may differ from ours. If you submit personal data to any of those sites, your information is governed by their privacy statements.

## 6. Security

We endeavor to keep your personal data safe and secure at all times. Our data is stored in the EU or USA with robust physical, digital, and procedural safeguards in place to protect your



personal data, including the use of SSL encryption, redundant servers and data centers, and sophisticated perimeter security. We continuously audit for security vulnerabilities and make software patching a priority. Passwords are required to access your personal data, so please remember to keep your password confidential. Even with the tightest security systems, no one can guarantee protection from hackers and unauthorized third parties who capture information provided over public networks.

### **Cyber Essentials (certified November 2019)**



Cyber Essentials accredits a company's IT infrastructure ensuring that its firewalls, secure configurations, user access control, malware protection, and patch management are of a high enough standard to protect any data within the company. Turnitin obtained the Cyber Essentials certification at the request of several international customers. Turnitin successfully completed a third-party audit of the effectiveness of our basic security controls.

### **SOC 2 Compliance**



SOC2 is an audit of a company's readiness to protect their user's privacy and the security of their data. The company must show protections for both the data itself and the physical security of the locations it is stored. Turnitin obtained the SOC2 certification to demonstrate our commitment to security, privacy, and availability. To obtain this certification, over 160 controls aligned to the SOC2 criteria were designed for Turnitin and audited for effectiveness. Turnitin successfully satisfied 100% of the controls audited.

## **7. Data Integrity**

We take every possible step to make sure that the personal data in our systems is relevant for its intended use, accurate, complete, and current. Turnitin will retain personal data we process on behalf of our clients for as long as needed to provide services to our client. We retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

The Turnitin database includes academic papers submitted by students and educators, as well as licensed source material sourced from the Internet. When a teacher wants to check a student paper for plagiarism, a coded engine compares it to other content in the database to check for matches. The software leaves all judgment about intellectual property up to the instructor. In the instance where a paper indicates a strong match to content submitted to another institution, instructors may find it necessary to request to view the matching paper. This request can either be accepted or denied by an institution. Any paper information must be passed from instructor to instructor via email, and therefore, outside of the Turnitin product.

You will at all times retain 100% ownership of your intellectual property rights. Turnitin does not ever assert or claim copyright ownership of any works submitted to or through our service. Your property is YOUR property. We do not, and will not, use your intellectual property for any purpose other than to deliver, support, and develop our services, which are designed to protect and strengthen your copyright.

## 8. Changes to this policy

We reserve the right to make changes to this Privacy Policy at any time. Please check the Privacy Policy when you use the Site to ensure that you are aware of any changes in our privacy practices. Our Privacy Policy will indicate the date it was last updated. If at any point we decide to use personal data in a manner different from that stated at the time it was collected, we will notify you via e-mail at the last email address you have provided to us. You will have a choice as to whether or not we use your information in this different manner. If you elect not to allow us to use your information in this different manner, we will continue to use such information in accordance with the Privacy Policy under which the information was collected.

## 9. Notices

Please direct all inquiries regarding the Privacy Policy either to [legal@turnitin.com](mailto:legal@turnitin.com) or Turnitin, 2101 Webster St, Suite 1800, Oakland, California 94612.

### **EU DATA PROTECTION COMPLIANCE**

We work with customers all over the world, and processing your personal data lawfully in order to earn your trust is our top priority. We understand that data protection is essential for good customer service. At Turnitin, our objective is to operate transparently, with accountability, and consistently with the EU and US regulatory environment so that our valued customers feel

secure and in control.

Turnitin is fully committed to the following practices to protect your data:

- We will never sell your data;
- We will never use your data for targeted advertising/profiling;
- We secure your data with strong encryption and security best practices in SOC2 certified data centers;
- We respect local privacy laws and work with legal experts to stay abreast of changes;
- When we collect data, we use it for a specific, stated purpose, to improve your experience and our service to you;
- If we need to send any of your data to a third-party, such as a language translation service provider, we require a contractual agreement that they handle and secure your data with the same high level of protection and care that we deliver; and
- We respect your right to retain ownership and control of your data, so that you can modify, update, or delete it as needed.

## **Compliance Today**

We currently meet the most stringent data protection laws across jurisdictions and are proactively reviewing every aspect of how we handle data and investing in operational measures to ensure that we continue to meet our customers' requirements.

Today, Turnitin uses Standard Contractual Clauses with additional safeguards to meet varying, specific needs across the European Union (EU) for data privacy and protection. These are standardized contracts to certify that any data that is transferred out of the EU is adequately protected. This prevents our customers from having to request any additional authorization to use our service.

We are in good standing with all standards used to ensure that data is fully protected and are able to meet very specific requirements as needed. The steps we take to maintain the integrity and confidentiality of personal data include:

- We strongly recommend that institutions provide notice to students that the Turnitin

service, depending on the Turnitin solution used, involves data transfer to the United States, and we recommend that consent is obtained from the student as soon as possible;

- Universities are free to inspect or audit our services any time;
- All student work and any associated personal data is encrypted and kept secure at all times; and
- Students can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata.

## **General Data Protection Regulation (GDPR)**

The GDPR had legal effect in all EU Member States from 25 May 2018. The Data Protection Directive (Directive 95/46/EC) was replaced by the GDPR. Although GDPR is a regulation and currently effective in all EU Member States, there are certain regulations within the GDPR that Member States will be able to legislate upon at a national level for specific reasons, therefore this policy may change accordingly from time to time.

### **The Legal Basis for Processing Personal Data**

Turnitin primarily relies upon Article 6(1)(e) of the GDPR for its legal basis to process such data. Pursuant to this provision of GDPR, Turnitin relies upon the official authority of the Data Controller (the institution that is Turnitin's customer) to process student data in such a way that anti-plagiarism checks may be made to satisfy the institution that the student's work is their own.

Article 6(1)(f) of the GDPR also provides Turnitin with a lawful basis for processing. This is that it is in the legitimate interests of the Data Controller to process such data at their discretion.

Consent is not the primary basis for processing upon which Turnitin relies. However, the End-User Licence Agreement which Turnitin utilises with students will continue to be in place as a matter of best practice and transparency.

### **Key Aspects of the GDPR**

The following are some notable aspects of the GDPR:

- The GDPR applies to all personal data processed;

- The GDPR makes it clear that when processing the personal data of EU nationals, data processors outside the EEA (including the US) must adhere to the GDPR and process only for lawful reasons;
- The GDPR requires much more accountability when processing personal data. Privacy must be embedded into everything (services, software, systems, and processes) by design and by default;
- Individuals' rights have been strengthened; and
- To export data outside the EEA, EU Standard Contractual Clauses with additional safeguards will be used

For more information on GDPR, visit [go.turnitin.com/gdpr](https://go.turnitin.com/gdpr)

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# California Privacy Rights

## Notice For California Residents

California residents have certain rights with respect to their personal information, as described below. Before we may fulfill your requests, we are required by law to verify your identity in order to prevent unauthorized access to your data.

Education Platform: In the case of rights requests in relation to our education platforms, this may require us to confirm your identity with your education institution.

Website: In the case of rights requests in relation to our website, this may require us to confirm your identity by asking you to verify certain information previously provided by you, or other methods as practicable.

**WE DO NOT AND WILL NOT SELL YOUR PERSONAL INFORMATION IN CONNECTION WITH OUR EDUCATION PLATFORMS.**

**Right to Know and Access Information**: You may access information we maintain about you using the [methods provided below](#). If we grant your request, we will provide you with a copy of the personal information we maintain about you in the ordinary course of business. This may

include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.

**Deletion of Information:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records. You may submit a deletion request using the [methods provided below](#).

**Authorized Agent:** California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a Turnitin user, please contact us at the [contact information below](#) with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the consumer's interface, and proof of your own identify.

## To Exercise Your Rights

Education Platforms: Turnitin education platforms are used at the discretion of the education institution customer. In addition, we are obligated under FERPA to remain under the direct control of the education institution customer with respect to our use and maintenance of student data that is part of the education record. As such, to exercise your rights in relation to your use of the Turnitin platforms, please contact your education institution. We will work with them to facilitate your request.

Website: To exercise the rights described above, please [go here](#) or contact us using the information below. Should you have any questions or concerns regarding your California rights or this privacy policy, you may contact us using the contact information below.

- **2101 Webster St Ste 1800 Oakland CA. 94612 USA**
- [tiisupport@turnitin.com](mailto:tiisupport@turnitin.com)
- +1 866 816 5046 x241

Please note that your exercise of the above rights is subject to certain exemptions to safeguard

the public interest (e.g., the prevention or detection of crime) and our interests (e.g., the maintenance of legal privilege). We will try to comply with your request as soon as reasonably practicable. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if we reject your request and notify you of any reasons we are unable to honor your request.

**Non-discrimination:** We shall not discriminate or otherwise penalize anyone for exercising their rights under this Privacy Policy.

	Education Platforms	Website
<i>Categories of Personal Information we collect</i>	<p>Depending on how you use our platforms, we may collect some or all of the following:</p> <ul style="list-style-type: none"> <li>• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, account name, and, if you are the purchaser, your billing address</li> <li>• Personal information limited to your name under subdivision (e) of California Business and Professions Code Section 1798.80</li> </ul>	<ul style="list-style-type: none"> <li>• Online identifier, Internet Protocol address,</li> <li>• Personal information limited to your name under subdivision (e) of California Business and Professions Code Section 1798.80</li> <li>• Internet or other electronic network activity information related to your use of our website</li> <li>• Inferences drawn from your use of our website to create a profile reflecting your interests in our products.</li> <li>• If you choose to</li> </ul>

	<p>Internet or other electronic network activity information regarding your interaction with our platforms.</p> <ul style="list-style-type: none"> <li>• Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).</li> </ul>	<p>schedule a call with Turnitin, we will collect Identifiers such as a real name, work email, phone number.</p> <ul style="list-style-type: none"> <li>• If you choose to send us an inquiry regarding our products, we will collect your professional or employment related information, such as your job title, institution name.</li> </ul>
<p><i>Categories of sources from which the Personal Information is collected</i></p>	<p>We collect the Personal Information directly from you or from your educational institution.</p>	<p>We collect the Personal Information directly from you.</p>
<p><i>Business or commercial purpose for collecting or selling Personal Information</i></p>	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none"> <li>• Performing services in accordance with our contract with the</li> </ul>	<p>We collect your Personal Information to operate the website, respond to your requests and for the following business purposes:</p> <ul style="list-style-type: none"> <li>• Maintaining or servicing the website</li> </ul>



Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments.

- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging to identify and repair errors that impair existing intended functionality.
- Sending you marketing communications if you have consented to receive such information.

and providing customer service.

- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging to identify and repair errors that impair existing intended functionality.
- Sending you marketing communications.
- Inferences drawn from your use of our website are used to enable interest-based advertising.

	<ul style="list-style-type: none"> <li>• Undertaking internal research for technological development and demonstration.</li> </ul>	
<p><i>Categories of third parties with whom we share Personal Information</i></p>	<p>We do not share your Personal Information with “third parties” as the term is defined in CCPA. That is, we do not share your Personal Information with individuals or organizations to use for their own commercial purposes.</p>	<p>We may share your Personal Information – specifically your IP address, device ID or similar online identifier, with certain third parties, such as social networks and advertising networks. This information is used to personalize advertising you see after you’ve visited our website.</p>
<p><i>Specific pieces of Personal Information we have collected</i></p>	<p>The Customer’s primary account representative: first and last name, email address and institution name and billing address.</p> <p>Teachers: first and last name, email address, IP Address, device ID.</p> <p>Students: first and last name, email address, IP Address, device ID</p>	<p>Internet Protocol address, device ID</p> <ul style="list-style-type: none"> <li>• Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with our website.</li> <li>• If you choose to provide it: first and</li> </ul>

		last name, work email, phone number
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# Usage Policy

## Introduction

As an education technology service provider, we rely on data to provide you with amazing solutions that improve learning and teaching, and you rely on us to protect that data. We take that responsibility seriously and pledge to never sell or share personal data and use it only for the purpose for which you gave permission. We vigorously guard all data in our care and ensure that you are in total control of your data. Our Privacy Policy details how we protect your data and privacy.

This Usage Policy outlines the legal terms and conditions governing use of this website and any other site provided by Turnitin, LLC (“Turnitin”). We refer to the collective sites run by Turnitin as the “Site.”

\*\*\* By using our site(s) and related services, you agree to be bound by law to these terms and conditions. If you do not agree, please leave this site. \*\*\*

These terms and conditions are in addition to any other agreement you may have with Turnitin, including any agreement governing your use or your organization's use of Turnitin products or services (e.g. the Turnitin Registration Agreement).

If there is a conflict between these terms and conditions and any other separate agreement, the separate agreement shall govern, **except that in relation to personal data issues the GDPR section of this document shall at all times apply.**

At a high level, we’re asking you to agree to please use our site(s) and services for their intended purpose and do not violate any laws or allow anyone else to use our sites for illegal activity (i.e. fraud, spam, defamation, distributing viruses, or any other socially unacceptable conduct).

Thank you!

## **The Legal Agreement**

By agreeing to these terms, Turnitin grants you a nonexclusive license to use the Site for your personal, non-commercial use. You agree to NOT use the Site for any purpose that is unlawful or prohibited by these terms and conditions.

- You may not reverse engineer, deconstruct, disassemble or decompile any software or technology underlying the Site or provided through the Site, except to the extent permitted by applicable law.
- The contents of the Site may not be distributed, modified, reproduced, or used, in whole or in part, without the prior written consent of Turnitin. You may download content from the Site to any single computer, provided you keep intact all copyright, trademark, and other proprietary notices. Any use of these materials on any other website or networked computer environment for any purpose is prohibited.
- You may not frame or utilize framing techniques to surround or enclose any portion of the Site without Turnitin's express written consent.

If you breach any of these terms and conditions, you will no longer be authorized to use the Site.

We suggest that you keep a copy of these terms and conditions for your future reference. Please note that we may revise these terms and conditions at any time, and it is your responsibility to periodically read through these Terms and Conditions and know that when you use the Site, you are bound by the most current Terms and Conditions.

For your convenience, we have made our policies and terms available on our homepage and at every point where we request your personal information.

## **Copyright Ownership**

The Site is owned and operated by Turnitin. All of the associated services, content, data, information, and other materials on or directly accessible from the Site are also owned by Turnitin or its subsidiaries, affiliates, licensors, and/or vendors. The Site is protected by United States and international copyright and trademark laws. Any copies that you make of material or other content provided through the Site must contain the same copyright and other proprietary

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If you are a student submitting a paper for review in connection with a class you are taking, know that you retain copyright ownership; the content of your paper is used solely for the purpose of performing educational services.

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3. carry out or encourage criminal conduct, give rise to civil liability, or otherwise violate any law.
4. violate or infringe upon the rights of any third party, including, without limitation, patent, copyright, trademark, privacy, or any other proprietary right.
5. distribute anything that contains a virus or other harmful component.
6. distribute anything that contains false or misleading indications of origin or statements of fact.

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## **Privacy Policy**

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Chief Financial Officer

Turnitin, LLC

2101 Webster St

Suite 1800

Oakland, California 94612

Phone: +1 510-764-7600

Email: [legal@turnitin.com](mailto:legal@turnitin.com)

Turnitin respects and works hard to protect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Turnitin's Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **General**

Except as provided below, these terms and conditions constitute the entire agreement between Turnitin and you (pertaining to this Site and Turnitin services).

## **Details**

The parties agree that any and all disputes, claims, or controversies arising out of or relating to these terms and conditions that are not resolved by mutual agreement shall be submitted to final and binding arbitration, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration shall take place in Alameda County, California, unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the

parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration shall take place in Alameda County, California, unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement; provided, however, nothing shall prohibit the parties from seeking injunctive relief and/or other equitable remedies in a court of competent jurisdiction. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

### **General Data Protection Regulation (GDPR)**

This section applies where the GDPR applies to Turnitin's processing of the personal data of data subjects in the EU. References to 'Articles' or 'Chapters' in this section are to the corresponding Articles or Chapters in the GDPR and italicised terms correspond to the definitions in the GDPR. This section is binding on Turnitin.

The controller hereby grants to Turnitin a general written authorisation to engage other processors in the provision of the services. Turnitin shall inform the controller of any intended changes to the processors allowing the controller the right to object to such changes.

The following information applies:

Subject matter of the <i>processing</i> :	Processing of submissions (student or academic papers or proposed published texts) and their associated <i>personal data</i> pursuant to the purpose described below.
Duration of the <i>processing</i> :	Storage of the content of submissions is indefinite unless instructed otherwise by the <i>controller</i> .
Nature of the <i>processing</i> :	Collection, storage, retrieval, use (in the context of text matching functions).
Purpose of the <i>processing</i> :	To allow academic institutions / publishers to

detect potential plagiarism in the academic / publishing sectors.

Type of *personal data*:

First name, surname, email address (academic), student ID number (if provided by *controller*), content.

Categories of *data subjects*:

Students, account administrators, instructors, authors.

Obligations of the *controller*:

The *controller* is obliged to comply with its general obligations under the GDPR, in particular to process the personal data it collects in accordance with Articles 5 and 6, and to comply with Articles 13, 14, 24, 30 and 32, and to comply with any actionable rights of the data subject.

Rights of the *controller*:

The *controller* may exercise its rights against the processor under the GDPR, in particular under Articles 28 and 32.

Turnitin, as *processor*, confirms that it:

(a) *processes the personal data* only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) ensures that persons authorised to *process the personal data* have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32;

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 for engaging another *processor* and shall, in the event that it engages another *processor* in the delivery of the service, ensure that the *processor* adheres to the same data protection obligations in accordance with paragraph 3 of Article 28;

(e) taking into account the nature of the *processing*, assists the *controller* by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the

controller's obligation to respond to requests for exercising the *data subject's rights* laid down in Chapter III;

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;

(g) at the choice of the *controller*, deletes or returns all the *personal data* to the *controller* after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the *personal data*; and

(h) makes available to the *controller* all information necessary to demonstrate compliance with the obligations laid down in Article 28 and allow for and contribute to audits, including inspections, conducted by the *controller* or another auditor mandated by the *controller*.

If you have questions, please email [legal@turnitin.com](mailto:legal@turnitin.com).

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# EU Data Protection and GDPR Compliance

We work with customers all over the world, and your trust is our top priority. We understand that data protection is essential for good customer service. At Turnitin, LLC, our objective is to operate transparently and consistently with the EU regulatory environment so that you, our valued customers, feel secure and in control.

Turnitin, LLC, which includes iThenticate, is fully committed to the following practices to protect your data:

- We will never sell your data.
- We will never use your data for targeted advertising.
- We secure your data with strong encryption and security best practices.
- We respect local privacy laws and work with legal experts to stay abreast of changes.

- When we collect data, we use it for a specific, stated purpose, to improve your experience and our service to you.
- If we need to send any of your data to a third party, such as a language translation service provider, we require a contractual agreement that they handle and secure your data with the same high level of protection and care that we deliver.
- We respect your right to retain ownership and control of your data, so that you can modify, update, or delete it as needed.

## Compliance today

We currently meet the most stringent data protection laws across jurisdictions and are proactively reviewing every aspect of how we handle data and investing in operational measures to ensure that we continue to meet our customers' requirements as data protection rules are reformed.

Today, Turnitin uses Standard Contractual Clauses containing additional safeguards to meet varying, specific needs across the European Union (EU) for data privacy and protection. These are standardized contracts to certify that any data that is transferred out of the EU is duly protected.

We are in good standing with all standards used to ensure that data is fully protected and are able to meet very specific requirements as needed. The steps we take to maintain the integrity and confidentiality of personal data include:

- We strongly recommend that institutions provide notice to students that the Turnitin service involves data transfer to the United States.
- Universities are free to audit our services any time.
- All student work and any associated personal information is encrypted and kept secure at all times.
- Students can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata.

## Legal changes

The 1995 laws that had been governing how personal data was protected in the EU were developed before smartphones and social media dominated our lives. For the past few years, negotiations took place to unify and simplify the laws and guidelines used to determine what obligations companies have to protect data crossing borders in the EU.

The General Data Protection Regulation (GDPR) went into effect in 2018. Directive 95/46/EC was replaced by the GDPR

## EU data protection timeline

**1995:** The Data Protection Directive (95/46/EC) creates the framework for personal data protection laws in each of the EU Member States.

**2000:** Safe Harbor decision to accommodate data transfers outside EU.

**2012:** The European Commission proposes a draft of the General Data Protection Regulation (GDPR).

**2014:** The European Parliament votes on amended GDPR draft.

**2015:** Safe Harbor is invalidated.

**2016:** Final GDPR version published. Privacy Shield becomes the new mechanism for transatlantic data transfers.

**2018:** GDPR comes into effect and harmonizes EU data protection law.

**2020:** Privacy Shield is invalidated.

## Key differences in data protection rules

Turnitin fully and proactively supports the transition to simplified, more uniform application of the law as it applies to data protection in and outside of Europe. Following are some notable changes:

- The 1995 Directive had different interpretations for each member state, whereas the intent of the GDPR is to provide a regulatory tool that works at the EU level. So, the expectation is that there won't be as many variations needed, and that data protection applies to all.
- New regulations apply to ALL personal data collected, with the intent being to make it harder to profile people.
- The GDPR clarifies that data processors in the U.S. adhere to GDPR and use a valid, lawful basis to process personal information.
- The GDPR requires much more accountability when processing information. Privacy must be embedded into everything (services, software, systems, and processes) by design and by default. The expectation is that the ability to erase data will be mandatory as well.
- Under the GDPR, public authorities and companies that depend on processing personal information may be required to appoint a data protection officer (DPO), who will be responsible for making sure that legal data processes are upheld.
- Individuals' rights have been strengthened. For example, cookie policies now should be much more clearly communicated and obvious.
- End users must be notified of data breaches within 72 hours. Under the 1995 Directive, there are no uniform rules applied across the EU.
- To export data to the US, Standard Contractual Clauses with additional safeguards will be used.

## Additional Resources

- [Reform of EU Data Protection Rules](#)
- [European Commission – Protection of Personal Data](#)
- [Turnitin and GDPR](#)

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# Copyright Protection

Turnitin agrees that students should own the copyright to their original work. A common



misconception is that students relinquish their ownership rights when they submit papers to Turnitin. This simply isn't true!

Students who submit papers to Turnitin retain the copyright to the work they created. A copy of submitted papers is retained in a Turnitin database archive to be compared with future submissions—a practice that helps protect and strengthen copyright ownership.

A U.S. District Court judge ruled that archiving student papers to assess the originality of newly-submitted papers constitutes a fair use under the U.S. Copyright Act, provides "a substantial public benefit" and helps protect the papers from being exploited by others. [Read the summary judgement.](#)

The summary judgment was unanimously affirmed by a U.S. Court of Appeals. [Read the published decision.](#)

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## Legal FAQs

[Australian Legal PDF](#)

[Canadian Legal PDF](#)

[Mexican Legal PDF](#)

[Mexican Legal PDF \(ES\)](#)

### How does Turnitin protect my privacy?

Turnitin is committed to protecting the privacy and security of our users and their information. We maintain extremely high levels of privacy and security through the use of SSL encryption, redundant servers, sophisticated firewalls, multiple data centers, and privacy and security audits. With a security system that has never been breached and a student privacy pledge of the highest standards, instructors and students can use Turnitin with an unsurpassed level of confidence.

### Who owns student papers once they are submitted to

## Turnitin?

Students retain the copyright of papers submitted to the Turnitin service. The Turnitin user agreement entitles Turnitin to use the works as part of the plagiarism prevention system under the principles of fair use. Turnitin's use of student papers under fair use was settled in a United States District Court of Law in 2007 and affirmed upon appeal in 2009.

[Read the 2007 summary judgement](#)

[Read the 2009 published decision](#)

## Does Turnitin archive student work?

Turnitin archives student papers by default only for the purposes of textual comparison. Institutions may choose to not have their papers archived in the service.

The fair use defense codified in Section 107 of the Copyright Act has been recognized as an "equitable rule of reason." In considering whether a use is a fair use, courts often analyze whether the use is beneficial to society as a whole (as part of a determination of whether a use is transformative) and whether the user has "clean hands." The District Court and Fourth Circuit both held that the archiving of student works in the educational context is a fair use. In so holding, the courts did not find that Turnitin's use of student works was in any respect unethical.

## How does Turnitin comply with privacy regulations of different countries?

As a US company with high standards for security and privacy, Turnitin is designed to comply with many of the data protection requirements of other countries, including informed consent, access rights of submitting students, and technical and organizational measures to maintain the integrity and confidentiality of personal data.

## Am I bound to the Turnitin click-through agreement? What if I'm a minor?

Yes. The United States District Court for the Eastern District of Virginia found that the online click-through agreement on the Turnitin site is an enforceable agreement, even against minors.

Parental consent or the consent of a guardian is required for a minor to set up an account with Turnitin and the agreement is therefore binding.

## Can a teacher compel me to submit my paper to Turnitin if I attend private school? Public school?

Yes in both cases. If you attend a private school you have agreed to abide by the school's policies.

With respect to public school, as the United States District Court for the Eastern District of Virginia has recognized in rejecting four students' claim that they were improperly compelled to submit their papers to Turnitin or face a failing grade, "Schools have a right to decide how to monitor and address plagiarism in their schools and may employ companies like Turnitin to help do so."

## Does Turnitin share information with third-party services?

Turnitin integrates with third-party services such as the Educational Testing Service and Language Weaver where student information may be shared in order to deliver a part of these services. While Turnitin does transfer information where necessary to perform the service, no personally identifiable information such as name, email or school is sent by Turnitin to third-party services.

## Does Turnitin comply with FERPA (Family Educational Rights and Privacy Act)?

Yes. The Turnitin service is compliant with and helps institutions comply with FERPA, including:

Turnitin expects and suggests that institutions comply with FERPA's notice requirements regarding the use and disclosure of directory and non-directory education records so that students and parents are aware that the school may engage services like Turnitin.

Institutions are free to inspect or audit our services to assure themselves that all information is used only for the purposes of assisting instructors.

Data is kept secure at all times and are only used for purposes of assisting the instructor in assessing the assignment.

Users may submit their paper using a pseudonym and in formats that contain little, if any, identifying metadata. This reduces our chance of collecting and processing personal data.

## Does Turnitin comply with COPPA (Child Online Privacy Protection Act)?

Yes. The FTC has specifically stated that COPPA's requirements do not apply to sites that contract with schools to offer online programs for the benefit of the schools and their students, and collect personal information only for these purposes. (FTC COPPA FAQ #55.) Thus, these services are not required to get prior verifiable parental consent before collecting or maintaining personal information. Turnitin's services, which include originality checks and online grading, are offered pursuant to Turnitin's contracts with school districts, and Turnitin does not collect personal information for other purposes. The FTC has said that in such circumstances, operators like Turnitin may presume that the school has authorized the collection of personal information based upon the school having obtained the parents' consent. Schools often obtain parental consent via Acceptable Use Policies that they provide to students and parents. In addition, COPPA also allows, but does not require, schools to act as agents on behalf of parents and to provide consent for the online collection of a student's personal information within the school context. (FTC COPPA FAQ #54.)

## Who can I contact at Turnitin if I have privacy concerns?

We are always ready to answer any question or concerns you may have. Please write to us at [legal@turnitin.com](mailto:legal@turnitin.com).

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