PicTalk

Pictalk Buddy: FERPA and COPPA Statement

For schools and school districts in the United States · version of 4 November 2026

1. Scope

Pictalk Buddy is a visual schedule and augmentative and alternative communication (AAC) app used by students with disabilities. It is published by Pictalk (Pictalk Speech Made Easy), a French non-profit association, 13 rue Professeur Pierre Marion, 69005 Lyon, France (SIREN 911 547 222).

This statement applies when a school, a school district or another educational agency (the "School") uses Pictalk Buddy with its students through a Pro membership. It describes how we meet the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). Our Data Processing Agreement and, where signed, the Student Data Privacy Consortium's National Data Privacy Agreement (NDPA) set out the binding terms and prevail over this statement.

2. FERPA: we act as a school official

FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) lets a School disclose education records without parental consent to a contractor that it treats as a "school official" (34 CFR § 99.31(a)(1)(i)(B)). Pictalk meets these conditions:

- it provides a service the School would otherwise carry out with its own staff: visual schedules, communication boards and step-by-step sequences for students;
- it is under the School's direct control for the use and maintenance of student data: the School decides who is in its groups, what is entered and when it is deleted;
- it uses student data only to provide Pictalk Buddy to the School and does not disclose it to anyone else, except to the service providers listed in section 5 that help run the service (34 CFR § 99.33(a)).

Student data remains under the School's control. Pictalk claims no ownership of it.

3. COPPA: the School consents on behalf of parents

For students under 13, the Federal Trade Commission allows a school to consent on behalf of parents to the collection of personal information, when the information is used only for the benefit of the school and for no other commercial purpose (FTC, Complying with COPPA: Frequently Asked Questions, section N). We rely on the School's consent only on those terms, and this statement, our Data Processing Agreement and our privacy policy give the School full notice of our practices.

- Student profiles are created by School staff, not by the students. A profile needs only a first name: no email address, no date of birth, no photograph.
- We recommend that the decision to use Pictalk Buddy be made by the School or district, as the FTC advises, and that the School tell parents it uses the app.
- Parents may ask the School to review or delete their child's data. If a parent contacts us directly, we refer the request to the School and help it respond.

4. Our commitments

TOPIC	IN PICTALK BUDDY
No advertising	No advertising in the app, no targeted advertising, no advertising trackers.
No sale of data	We never sell, rent or trade student data, and we do not share it for anyone's marketing.
No profiling	No profile of students for any purpose other than the service. Student data is not used to train artificial intelligence models.
Limited use	Student data is used only to provide the app to the School, for support, for security and to fix errors.
Location	The app does not track the phone or tablet it runs on: it reads its position only when an adult asks to centre a map on it. The optional device-location feature records the positions of a GPS device only after an adult pairs that device with its serial number.
Deletion on request	School staff can delete a student's profile and content in the app at any time. On the School's written request, we delete all the data created for it within 30 days; backups are erased 2 days later. We confirm the deletion in writing.
End of the membership	The School's group becomes read-only. A student's account is kept only if the parent decides to keep using the app at home as a family account; otherwise, at the School's request, it is deleted as above. An account with no sign-in for one year is deleted automatically.
Data breach	We notify the School by email within 48 hours of becoming aware of a breach affecting its data: what happened, the data and students concerned, the likely consequences and the measures taken. We help the School meet the notification duties of its state law.
Security	Encrypted connections (HTTPS), central sign-in, a database reachable only from a private network, daily backups to a separate data centre, access to production data limited to authorized Pictalk staff.
Data location	All accounts and content are hosted in France by OVHcloud, in data centres certified for health data (HDS).

5. Service providers

PROVIDER	PURPOSE AND DATA
OVHcloud (France)	Hosting, database, files and backups: all data.
OneSignal	Push notifications and account emails: device token, user identifier, email address of adult accounts, first name.
Sentry (Germany)	Error reports: error traces, device, user identifier and, when an error occurs, a replay of the screen in which text, entries and images are masked.
PostHog (EU)	Usage statistics: screens viewed and features used.
RevenueCat (United States)	Subscriptions bought in the app: user identifier and purchases.

The complete and current list, including the optional features and their providers, is in Annex 1 of our Data Processing Agreement. We inform the School 30 days before adding or replacing a provider.

6. State student privacy laws

Many states add their own rules for education technology providers. We sign the Student Data Privacy Consortium's National Data Privacy Agreement (NDPA), with the state-specific terms of its Exhibit G. We have signed it with Canyons School District in Utah and Camas School District in Washington, each with an Exhibit E (General Offer of Privacy Terms): any other school district in those two states can join by signing that exhibit.

7. Contact

Questions, requests about student data, or a signed NDPA: alex@pictalk.org.