



Website and Marketing Privacy Notice

Effective Date: June 5, 2026

Introduction

Welcome to SchoolAI! We care about your privacy, and we want to be straightforward about how we handle your personal information. It also explains your rights in relation to your personal information and how to contact us or supervisory authorities in the event you have a complaint or request.

This Privacy Notice describes how SchoolAI, Inc. ("**SchoolAI**," "**we**," "**us**," or "**our**") collects, uses, and shares personal information through our website at www.schoolai.com and any associated subdomains (but not the Product itself), our live events, electronic communications with us (such as email or chat), your interactions with our advertising on third-party websites, and any other activities described in this notice (collectively, the "**Service**"). This Privacy Notice is incorporated into and governed by our [Terms of Use](#) or any applicable contract between us and an Institution.

In some cases, we may provide additional or different privacy notices for specific services or events at the time we collect your information. Also, when we offer goods and services to individuals in the European Economic Area (EEA) or the United Kingdom, we are subject to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**GDPR**"); the UK Data Protection Act 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the "**UK GDPR**"); and the Swiss Federal Act on Data Protection 1992 (including as amended or superseded; the "**Swiss DPA**"), which applies across the entire European Union, the UK, and Switzerland, respectively. For California consumers, we are subject to the California Consumer Privacy Act of 2018 ("**CCPA**"), as amended by the California Privacy Rights Act of 2020 ("**CPRA**"). We are responsible as a "controller" of that personal information for the purposes of the GDPR. We are responsible for your personal information as a "business" under the CCPA/CPRA.

Who We Are

SchoolAI helps educators reach every student with AI tools built for real classrooms. We work with schools and districts to make school awesome — by finding out what students, and the people who support them, need and making it happen.

What This Privacy Notice Does Not Cover & Additional Privacy Rights For Certain People

Institutional data. This Privacy Notice does not apply to information we process on behalf of a school, district, or other educational institution ("**Institution**") under our service agreements. That information is governed by our contract with the Institution and any associated data protection addendum ("**DPA**"). If you have questions about how your Institution handles your data, please contact them directly.

Business context only. Because we provide services to Institutions rather than to individuals for personal, household, or family use, we treat the personal information we collect as relating to your role as a representative of your Institution — not to you in a personal capacity.

Third-party sites. Some of our services may link to websites or platforms we don't own or control ("**Third-Party Sites**"). Those sites have their own terms and privacy practices, and we're not responsible for their content or how they handle your information.

Children's data: For information about how we handle children's personal information in the educational context within the Product, please see our Children's Privacy Notice and COPPA Disclosure [here](#) or the applicable data processing agreement we have in place with the Institution.



Note on capitalized terms: When you see a capitalized term in this notice, it has a specific meaning defined either where it first appears, in the Definitions section at the end, or the MSA.



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1. Definitions

Throughout this Privacy Notice, the following terms have specific meanings when used in this Privacy Notice:

- **“Biometric Information”** means an individual’s physiological, biological, or behavioral characteristics, including information about an individual’s deoxyribonucleic acid (DNA), that is used or is intended to be used singly or with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.
- **“Community”** means the optional (users must opt-in to join) SchoolAI social platform available via the SchoolAI Technology, wherein individuals may interact with each other to share ideas. Upon joining the Community, an individual becomes a **“Community Member”**.
- **“Europe”** means the European Economic Area or the United Kingdom.
- **“Personal Information”** or **“personal data”** means any information relating to an identified or identifiable individual. It does not include de-identified or aggregated information.
- **“Product”** means SchoolAI’s AI-powered educational platform and associated features, as distinct from the marketing website and other services covered by this Privacy Notice.
- **“Service”** means the online services covered by this Privacy Notice, including our marketing website at www.schoolai.com, associated subdomains, live events, electronic communications, interactions with our advertising on third-party sites, and related activities.



- **“Special category personal information”** means Personal information revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, or trade union membership; genetic and biometric data; and data concerning health, sex life or sexual orientation, as defined by the CCPA.
- **“Sensitive Personal Information”** means Personal information revealing a consumer's social security number, driver's license and passport numbers, account numbers and credentials, precise geolocation, racial or ethnic origin, religious beliefs, or union membership, personal information concerning a consumer's health, sex life, or sexual orientation, contents of a consumer's mail, email and text messages where the business is not the intended recipient, genetic data, biometric information, or citizenship and immigration status, as defined by GDPR.
- **“Third-Party Sites”** means websites, platforms, or services not owned or controlled by SchoolAI that may be linked from our Service.

2. Personal Information We Collect About You, Use, and disclose

We may collect and use the following personal information, including sensitive personal information, and special categories of personal information, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual as described below together with the categories of third-parties that we disclosed this information to for a business purpose currently and the preceding 12 months (as required by the CCPA):

Personal Information We Collect	CCPA Statutory Category	Categories of 3rd Parties to whom we “disclose” Personal Information for a business purpose
<u>Contact Information:</u> • Your name, email address, phone number, mailing and billing address, professional title, and your Institution's name.	• Identifiers • California Customer Records • Commercial Information • Professional or Employment-related information • Education Information • Characteristics of protected classifications Additional Information to the above, for Community Members: • Identifiers including: name, Institutional affiliation, and profile picture (to the extent you have shared one) will be visible to other community members	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities • Business Transferees • Community Members (to the extent applicable)
<u>Demographic information:</u> • Your city, state, country, zip code, and school district.	• Identifiers • California Customer Records • Geolocation Data Additional Information to the above, for Community Members: • Identifiers including: name, Institutional affiliation, and profile picture (to the extent you have shared one) will be	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities • Business Transferees • Community Members (to the

	visible to other community members	extent applicable)
<u>Communications:</u> - Information from your exchanges with us, including through the Service, email, chat, or social media. - Your voice, if you use a speech to text feature or upload an audio recording	- Identifiers - California Customer Records - Commercial Information - Internet or Network Information - Geolocation Data - Professional or Employment-related information - Audio, electronic, visual, thermal, olfactory, or similar information such as and customer service call recordings and/or support emails. Additional Information to the above, for Community Members: - Comments and interactions made on the Community pages, including written comments, "likes", etc.	- Institutions owning your email domain name - Affiliates - Service Providers - Third-parties provided by you - Business partners - Professional Advisers - Authorities - Business Transferees - Community Members (to the extent applicable)
<u>Marketing preferences:</u> - Your preferences for receiving our communications and details about your engagement with them. - browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement	- Identifiers - California Customer Records - Commercial Information - Internet or Network Information - Geolocation Data	- Institutions owning your email domain name - Affiliates - Service Providers - Third-parties provided by you - Business partners - Professional Advisers - Authorities - Business Transferees
<u>Device information:</u> Device type, operating system, browser type and version screen resolution, IP address, unique identifiers, language settings, and general location information (such as city or state).	- Identifiers - Internet or Network Information - Geolocation Data	- Institutions owning your email domain name - Affiliates - Service Providers - Third-parties provided by you - Business partners - Professional Advisers - Authorities - Business Transferees
<u>Usage information:</u> Our Service uses interaction and performance monitoring tools — such as analytics scripts, session replay tools,	- Identifiers - Internet or Network Information - Geolocation Data	- Institutions owning your email domain name - Affiliates - Service Providers - Third-parties provided by you

and heatmap tools — that run code in your web browser. These tools help us understand how you use and interact with the pages and content on our Service. They may record your mouse movements, keystrokes, navigation pathways, and other actions you take, as well as information your browser automatically transmits, such as your operating system, hardware configuration, and browser preferences.		• Business partners • Professional Advisers • Authorities • Business Transferees
<u>Communication interaction data:</u> • Whether you open, click, or forward our emails and other communications. We may use pixel tags (also known as clear GIFs) embedded in our emails to collect this information.	• Identifiers • California Customer Records • Commercial Information • Internet or Network Information • Geolocation Data	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities • Business Transferees
<u>Other Data you provide:</u> • Any other information you choose to provide, which we'll use as described in this notice or as explained at the time of collection. • We may generate information about you based on your use of our Service — for example, name, performance-related data or analytics derived from your activity with the Services, and interests that you specify. When we associate this information with other Personal Information about you, we treat it as Personal Information.	• Inferences	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities • Business Transferees
<u>Sensitive Personal Information:</u> • None.	• None.	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities

		• Business Transferees
<u>Cookies and similar technologies:</u> • We use cookies and similar technologies to facilitate automatic data collection. For more details, see our Cookie Policy.	• Identifiers • Internet or Network Information • Geolocation Data • Inferences	• Institutions owning your email domain name • Affiliates • Service Providers • Third-parties provided by you • Business partners • Professional Advisers • Authorities • Business Transferees

 If you do not provide personal information required to provide SchoolAI Technology to you, it may delay or prevent us from providing SchoolAI Technology to you.

3. How We Collect It

Personal Information is collected from the following categories of sources:

- You, directly in person, by telephone, text, or email and/or via our website
- Your Institution
- Third-parties with your consent (e.g. SSO)
- Advertising networks
- Data analytics providers
 - **BY CONTINUING TO USE OUR SERVICES, YOU HEREBY CONSENT TO OUR RECORDING YOUR MOUSE MOVEMENTS, KEYSTROKES, NAVIGATION PATHWAYS, OTHER ACTIONS THAT YOU TAKE OR COMMUNICATIONS YOU MAY HAVE WITH OUR SERVICES AND OTHER USE OF SUCH TOOLS AND OUR DISCLOSURE OF SUCH RECORDED INFORMATION TO THIRD-PARTY PROVIDERS OF SUCH TOOLS.**
- Government entities (i.e. your Institution)
- Operating systems and platforms
- Social networks/ social media platforms
- Data brokers, third-party data providers and data licensors
- Publicly accessible sources (Institution’s websites)
- Cookies on our website
 - **BY CONTINUING TO ALLOW COOKIES (SEE YOUR CHOICES), YOU HEREBY CONSENT TO OUR RECORDING AND DISCLOSURE TO THIRD-PARTY COOKIE PROVIDERS OF YOUR USE OF THE PLATFORM OR OTHER COMMUNICATIONS YOU MAY HAVE WITH OUR PLATFORM**
- Our IT and security systems
 - Door entry systems, guest registration systems, and reception logs;
 - Automated monitoring of our websites and other technical systems, such as our computer networks and connections, CCTV and access control systems, communications systems, email, and instant messaging systems
- Affiliate partners, joint marketing partners, and event co-sponsors
- Internet service providers

4. How and Why We Use Your Personal Information



We use your personal information for the purposes described below and as otherwise explained at the time of collection. Under data protection laws, we can only use your personal information if we have a proper reason for doing so. These include:

- To comply with our legal and regulatory obligations;
- For the performance of our contract with you or to take steps at your request before entering into a contract
- For our legitimate interests or those of a third party –or–
- Where you have given consent

The basis for the use of your personal information can be seen in the chart below:

Categories	What we use your personal information for (Purpose)	Our reasons (i.e. legal basis)
Service and product delivery and operations	Provide, operate, and maintain the Service, Product and your account.	Contractual Requirement
	Personalize your experience, including remembering your preferences and the devices you use.	• Contractual Requirement • Legitimate Interest – to ensure you have the best possible experience with your use of the SchoolAI services • Consent, in respect of any optional cookies used for this purpose
	• Communicate with you about the Service and Products, including service and product-related announcements, updates, security alerts, and support messages. • Process your requests, transactions, and payments	Contractual requirement
	Respond to your inquiries and provide customer support.	• For the performance of our contract with you or to take steps at your request before entering into a contract • Consent
	Operational reasons, such as improving efficiency, training, and quality control	For our legitimate interests or those of a third party, i.e., to be as efficient as we can so we can deliver the best service for you at the best price
Service, product delivery, operations & RD	Statistical analysis to help us manage our business, improve the Service and to develop new features. ★ <i>As part of this, we may create aggregated, de-identified, or anonymized data from the personal information we collect. Once de-identified, we may use and share this data for any lawful business purpose.</i>	For our legitimate interests or those of a third party, i.e., to be as efficient as we can so we can deliver the best service for you at the best price

Compliance and protection	To prevent and detect fraud against you, your Institution or SchoolAI	For our legitimate interests or those of a third party, i.e., to minimize fraud that could be damaging for us and for you
Compliance and protection	Updating and enhancing customer records	• For the performance of our contract with you or to take steps at your request before entering into a contract • To comply with our legal and regulatory obligations • For our legitimate interests e.g., making sure that we can keep in touch with our customers about existing orders and new products
Compliance and protection	• Conducting checks to identify our customers and verify their identity • Screening for financial and other sanctions or embargoes • Other processing necessary to comply with professional, legal, and regulatory obligations that apply to our business, (e.g. FERPA compliance prior to releasing information)	To comply with legal and regulatory obligations
Compliance and protection	Ensuring business policies are adhered to, e.g., policies covering security and internet use	For our legitimate interests or those of a third party, i.e., to make sure we are following our own internal procedures so we can deliver the best service to you
Compliance and protection	Gathering and providing information required by or relating to audits, inquiries, or investigations by regulatory bodies	To comply with our legal and regulatory obligations
Compliance and protection	Ensuring the confidentiality of commercially sensitive information	• For our legitimate interests or those of a third party, i.e., to protect trade secrets and other commercially valuable information • To comply with our legal and regulatory obligations
Compliance and protection	Preventing unauthorized access and modifications to systems. To detect, prevent, and respond to fraud, criminal activity, security incidents, and other harmful or unauthorized activity.	• For our legitimate interests or those of a third party, i.e., to prevent and detect criminal activity that could be damaging for us and for you • To comply with our legal and regulatory obligations
	External audits and quality checks (e.g. SOC 2) and the audit of our accounts	• For our legitimate interests or those of a third party, i.e., to maintain our accreditations so we

		can demonstrate we operate at the highest standards • To comply with our legal and regulatory obligations
	Protect the rights, privacy, safety, or property of SchoolAI, our users, or others — including by making and defending legal claims.	• To comply with our legal and regulatory obligations • For our legitimate interests or those of a third party (e.g.) that could be damaging for us and for you
	Disclose information to educational institutions, administrators, or law enforcement when required by law or reasonably necessary for safety-related matters.	• We have a legitimate interest in making sure that our services are not used to harm others • To comply with our legal and regulatory obligations
	Ensuring the confidentiality of commercially sensitive information to protect trade secrets and other commercially valuable information	• For our legitimate interests to keep our confidential information confidential
Marketing	Send marketing communications about our Service and selected third-parties. Deliver targeted and interest-based advertising based on a user's activities on our Service and other online activities to: • Existing and former customers • Third parties who have previously expressed an interest in our services • Third parties with whom we have had no previous dealings	• For our legitimate interests (i.e., to promote our business to existing and former customers) • With consent in circumstances or in jurisdictions where consent is required under applicable data protection laws to the sending of any marketing communication
	Measure and analyze the effectiveness of our advertising, including counting impressions and verifying ad delivery.	• For our legitimate interests (i.e., to promote our business to existing and former customers) • With consent in circumstances or in jurisdictions where consent is required under applicable data protection laws to the sending of any marketing communication
	We use your information to administer events that we organize or sponsor such as conferences, contests, and sweepstakes.	• Contractual requirement to administer the event (including communicating with you as and where necessary) • With consent in circumstances or in jurisdictions where consent is required under applicable data protection laws to the sending of any marketing communication

	Any and all data for further uses as subsequently disclosed	- The original legal basis relied upon, if the relevant further use is compatible with the initial purpose for which the personal information is collected Consent, if the relevant further use is not compatible with the initial purpose for which the personal information was collected
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For individuals in Europe, the above list does not apply to special category personal information, which we will only process with your explicit consent.

No Automated Decision-Making & Profiling. We do not use your Personal information to engage in profiling or to perform automated decision-making that results in significant financial impacts, significant impacts on housing, education, employment, health care, or criminal justice, or similarly significant impacts.

Promotional Communications for Data Subjects in Europe & Opt-Out: We may use your personal information to send you updates (by email, text message, telephone, or post) about our products and services, including exclusive offers, promotions or new products and services. In some cases, we may ask for your specific consent to collect, use, or share your personal information, such as when required by law.

We have a legitimate interest in processing your personal information for promotional purposes (see above "[How and Why We Use Your Personal Information](#)"). This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.



We will always treat your personal information with the utmost respect and never sell OR share it with other organizations outside the SchoolAI group for marketing purposes.

You have the right to **opt-out** of receiving promotional communications at any time by:

- Contacting us at privacy@schoolai.com
- Using the "unsubscribe" link in emails or "STOP" keyword in texts or
- Updating your cookie preferences at: <https://schoolai.com/cookies>.
- We may ask you to confirm or update your marketing preferences if you instruct us to provide further products AND/OR services in the future, or if there are changes in the law, regulation, or the structure of our business.



We do not sell or share your personal information

5. Who We Share Your Personal Information With

We may share your information with the following parties and as otherwise described in this notice:

- Institution Email Domains. If a Free Tier User (defined in the MSA) creates an account using an email address belonging to their Institution, that account may be added to the Institution's account at the Institution's request, in which case SchoolAI will provide notice to the Free Tier User, so they can help facilitate the transfer of their account. Once transferred, the administrator of the Institutional account will have the ability to control that user account, which



includes being able to access, modify, or remove information from the account, modify user roles, and delete or restrict access to the account. Authorized Users (as defined in the MSA) agree to comply with their organization's terms and policies regarding use of the Product.

- Affiliates: Our corporate parent, subsidiaries, and affiliates.
- Service providers: Third parties that help us operate the Service, Product and our business, such as hosting, IT, customer support, email delivery, marketing, research, and analytics providers. We only allow our service providers to handle your personal information if we are satisfied they take appropriate measures to protect your personal information. We also impose contractual obligations on service providers to ensure they can only use your personal information to provide services to us and to you.
- Third parties you authorize: Where you've instructed us or given consent to share your information with a third party, including for marketing purposes (with your prior consent) such as social media sites you choose to link your account to or third-party payment providers. Please note, SchoolAI is PCI compliant and outsources the credit card payments it receives to its third-party subprocessor via Hubspot Payments.
- Other third parties we use to help us run our business, such as marketing agencies or website hosts.
- Business partners: Third parties with whom we co-sponsor events or jointly offer services, including for marketing purposes (with your prior consent).
- Professional advisors: Lawyers, auditors, bankers, and insurers, as necessary in the course of the professional services they provide to us.
- Authorities: Law enforcement, government authorities, and others as we believe in good faith to be necessary for compliance and protection purposes, including to meet national security or law enforcement requirements.
- Business transferees: In connection with actual or prospective business transactions (such as a merger, acquisition, financing, or sale of assets), we may share personal information with counterparties and their advisors. We will typically anonymize information, but this may not always be possible. The recipient of the information will be bound by confidentiality obligations. In the event of a completed transaction, your personal information may be transferred to the acquiring entity.

We may also share personal information with external auditors, e.g., in relation to SOC 2 accreditation and the audit of our accounts.

We will not share your personal information with any other third party.

★ We do not sell or share your personal information.

6. How We Protect Your Information

We adopt data minimization principles to help keep your Personal Information safe, including data retention policies. We will keep your personal information while you have an account with us or while we are providing services to you. We retain personal information for as long as needed to fulfill the purposes described in this notice, including to satisfy legal, accounting, or reporting obligations, to establish or defend legal claims, and for fraud prevention.

When determining how long to keep your information, we consider factors such as the amount and sensitivity of the data, the potential risk from unauthorized access or disclosure, the purposes for which we process it, whether we can achieve those purposes through other means, and applicable legal requirements. When we no longer need your personal information, we delete it, de-identify it, anonymize it, or isolate it from further processing.

We use technical and organizational measures designed to protect your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. You can learn more about our security measures by going to: <https://schoolai.com/trust>. That said, security is a shared responsibility. If you have a password for any part of our Service, please keep it confidential and don't share it. Be careful about sharing information in any public areas of the Service, as other users may be able to see it. No method of transmitting data over the internet is completely secure. While we work hard to protect your information, we can't guarantee absolute security. Any transmission of Personal Information is at your own risk.

7. California Consumers: Your Rights under the CCPA/CPRA

You have the right under the California Consumer Privacy Act of 2018 (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA), and certain other privacy and data protection laws, as applicable, to exercise free of charge:

Disclosure of Personal Information We Collect About You	You have the right to know, and request disclosure of: • The categories of personal information we have collected about you, including sensitive personal information • The categories of sources from which the personal information is collected • Our business or commercial purpose for collecting, selling, or sharing personal information • The categories of third parties to whom we disclose personal information, if any –and– • The specific pieces of personal information we have collected about you	Please note that we are not required to: • Retain any personal information about you that was collected for a single one-time transaction if, in the ordinary course of business, that information about you is not retained • Reidentify or otherwise link any data that, in the ordinary course of business, is not maintained in a manner that would be considered personal information –or– • Provide the personal information to you more than twice in a 12-month period
Disclosure of Personal Information Sold, Shared, or Disclosed for a Business Purpose	In connection with any personal information we may sell, share, or disclose to a third party for a business purpose, you have the right to know: • The categories of personal information about you that we sold or shared and the categories of third parties to whom the personal information was sold or shared –and– • The categories of personal information that we disclosed about you for a business purpose and the categories of persons to whom the personal information was disclosed for a business purpose	You have the right to opt-out of the sale of your personal information or sharing of your personal information for the purpose of targeted behavioral advertising. If you exercise your right to opt-out of the sale or sharing of your personal information, we will refrain from selling or sharing your personal information, unless you subsequently provide express authorization for the sale or sharing of your personal information. <i>However, as noted above, we do not use your Personal Information to deliver interest-based ads, nor do we otherwise “sell” your Personal Information.</i> To opt-out of the sale or sharing of your personal information, visit our homepage and click on the Do Not Sell or Share My Personal Information link here: https://schoolai.com/do-not-sell.
Right to Limit Use of Sensitive Personal Information	You have the right to limit the use and disclosure of your sensitive personal information to the use which is	You have a right to know if your sensitive personal information may be used, or disclosed to a service provider or

	necessary to: • Perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services • To perform the following services: (1) Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes; (2) Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the business, if the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business; (3) Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business; and (4) Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business –and– • As authorized by further regulations	contractor, for additional, specified purposes. We do not collect Sensitive Personal Information in our marketing site.
Right to Deletion	Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will: • Delete your personal information from our records –and–	Please note that we may not delete your personal information if it is reasonably necessary to: • Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or

	• Direct any service providers or contractors to delete your personal information from their records • Direct third parties to whom the business has sold or shared your personal information to delete your personal information unless this proves impossible or involves disproportionate effort	product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us • Help to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for those purposes • Debug to identify and repair errors that impair existing intended functionality • Exercise free speech, ensure the right of another consumer to exercise their right of free speech, or exercise another right provided for by law • Comply with the California Electronic Communications Privacy Act • Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent • Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us • Comply with an existing legal obligation –or– • Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information
Right of Correction	If we maintain inaccurate personal information about you, you have the	

	right to request us to correct that inaccurate personal information. Upon receipt of a verifiable request from you, we will use commercially reasonable efforts to correct the inaccurate personal information.	
Protection Against Retaliation	You have the right to not be retaliated against by us because you exercised any of your rights under the CCPA/CPRA. This means we cannot, among other things: • Deny goods or services to you • Charge different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties • Provide a different level or quality of goods or services to you –or– • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services Please note that we may charge a different price or rate or provide a different level or quality of services to you, if that difference is reasonably related to the value provided to our business by your personal information. We may also offer loyalty, rewards, premium features, discounts, or club card programs consistent with these rights or payments as compensation, for the collection of personal information, the sale of personal information, or the retention of personal information.	

No Automated Decision Making/Profiling. As noted above, we do not use your Personal information to engage in profiling or to perform automated decision-making that results in significant financial impacts, significant impacts on housing, education, employment, health care, or criminal justice, or similarly significant impacts.

Consumers under 16 Years Old. We do not have actual knowledge that we sell or share the personal information of consumers under 16 years of age.

8. Data Subject Rights in Europe: Your Rights Under GDPR



You have the right under the GDPR, as applicable, to:

- **Right to be Informed.** The right to know or be notified about the collection and use of your personal information
- **Right to Access.** The right to be provided with a copy of your personal information.
- **Right to Rectification.** The right to require us to correct any mistakes in your personal information.
- **Right to be Forgotten.** The right to require us to delete your personal information—in certain situations
- **Right to Restriction of Processing.** The right to require us to restrict processing of your personal information—in certain circumstances, e.g., if you contest the accuracy of the data
- **Right to Data Portability.** The right to receive the personal information you provided to us, in a structured, commonly used, and machine-readable format and/or transmit that data to a third party—in certain situations.
- **Right to Object.** The Right to object (i) At any time to your personal information being processed for direct marketing (including profiling) and (ii) In certain other situations to our continued processing of your personal information, e.g., processing carried out for our legitimate interests
- **Right Not to be Subject to Automated Decision-Making.** The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you. As noted above, we do not use your Personal information to engage in profiling or to perform automated decision-making that results in significant financial impacts, significant impacts on housing, education, employment, health care, or criminal justice, or similarly significant impacts.

For further information on each of those rights, including the circumstances in which they apply, see the guidance from the UK Information Commissioner's Office (ICO) on individual rights under the EU General Data Protection Regulation.

9. How to Exercise Your Rights.

If you would exercise any of your rights as described in this Privacy Policy, you can do so here: <https://schoolai.com/do-not-sell>. You may also call us at (888) 842-0057, or email/write to us at:

SchoolAI Inc.

Attn: General Counsel & Data Protection Officer
2000 Ashton Blvd., #500
Lehi, UT 84043
legal@schoolai.com

Please note that if you choose to contact us directly by either website, email, phone, or in writing, you will need to provide us with:

- Enough information to identify you (e.g., your full name, address and customer or matter reference number)
- Proof of your identity and address (e.g., a copy of your driving license or passport and a recent utility or credit card bill) –and–
- A description of what right you want to exercise and the information to which your request relates

We are not obligated to make a data access or data portability disclosure if we cannot verify that the person making the request is the person about whom we collected information or is someone authorized to act on such person's behalf.

Any personal information we collect from you to verify your identity in connection with your request will be used solely for the purposes of verification.

10. European Data Subjects: Where Your Personal Information is Held.

Information may be held at our offices, in our systems, and those of our Affiliates, third-party agencies, service providers, representatives and agents as described above (see above: "[Who We Share Your Personal Information With](#)"). Some of these third parties may be based outside the EEA. For more information, including on how we safeguard your personal information when this occurs, see below: "[Transferring Your Personal Information Out of the EEA](#)."



11. European Data Subjects: Transferring Your Personal Information Out of the EEA.

We are a US based company and many of our sub-processors, service providers, advisors, partners or other recipients of data are also based in the US. This means that if you use the Service your personal information will be accessed and processed in the US. It may also be provided to recipients in other countries outside of Europe. These transfers are subject to special rules under European and UK data protection laws.

We may transfer your personal information to countries or territories whose laws have been deemed to provide an adequate level of protection for personal information by the European Commission or the UK Government (as and where applicable) (from time to time) or under specific adequacy frameworks approved by the European Commission or the UK Government (as and where applicable) (from time to time), such as the EU-US Data Privacy Framework ("EU-US DPF") or the UK extension thereto.

Except for the eligible countries listed above, non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, ensure the transfer complies with data protection law and all personal information will be secure. Our standard practice is to use standard data protection contract clauses that have been approved by the European Commission and for the UK, as adopted by the UK Government. To obtain a copy of those clauses please see our Data Processing Addendum for Europe [here](#). If you would like further information, please contact our Data Protection Officer (see "[How to Exercise Your Rights](#)" above).

12. European Data Subjects: How to File a GDPR Compliant.

We hope that we can resolve any query or concern you raise about our use of your information. The GDPR also gives you the right to lodge a complaint with a supervisory authority, in the EEA state where you work, normally live, or where any alleged infringement of data protection laws occurred. Our European Data Supervisory Authority: Ireland Data Protection Commissioner; Canal House, Station Road, Portllington. R32 AP23. www.dataprotection.ie.

13. Your Choices

You have several options for managing how we collect, use, and share your information and we want to make those clear. The sections below explain your options. **Note:** that some collection, use, and sharing of Personal Information is necessary to provide the Service and its core features — you can't opt out of those essential uses while continuing to use the Service.

1. *Cookies and Tracking Technologies.* For information about cookies on our Services, and how to control them, including use of our cookie manager, please see our [Cookie Notice](#). For help managing cookies in your browser, see the support pages for [Google Chrome](#), [Microsoft Edge](#), [Mozilla Firefox](#), [Apple Safari \(Desktop\)](#), or [Safari \(Mobile\)](#).

2. *Interest-Based Advertising.* You can opt out of personalized and interest-based advertising from third-party advertisers and ad networks that participate in the Network Advertising Initiative (NAI) or follow the Digital Advertising Alliance's (DAA) Self-Regulatory Principles for Online Behavioral Advertising. To do so, visit the [NAI opt-out page](#) or the [DAA opt-out page](#). We don't control how third parties collect or use your information for interest-based advertising. However, these third parties may offer their own tools for managing your preferences, and you can opt out of third-party targeted advertising in the United States through the NAI and DAA links above

3. *Marketing Communications.* You can opt out of promotional emails at any time by following the unsubscribe instructions in the email or by contacting us at privacy@schoolai.com. Opting out of marketing emails won't affect transactional or service-related communications (such as account updates or customer service messages).

4. *Declining to Provide Information.* You're not required to provide Personal Information, but if you don't, we may not be able to provide certain Services or Products.



5. *Linked Third-Party Platforms.* If you connect to the Service through a social media account or other third-party platform, you may be able to adjust what information we receive through that platform's settings. Revoking our access won't apply to information we've already received.

14. Do Not Track and Global Privacy Control

Some browsers offer a "Do Not Track" (DNT) signal. At this time, we do not respond to DNT signals.

We do recognize Global Privacy Control (GPC) signals where required by applicable law. If your browser sends a GPC signal, we will treat it as a valid opt-out request for the sale or sharing of personal information, as applicable under your state's privacy law.

15. Children's Privacy

This Service — our marketing website and related activities — is not directed to children under 18. We do not knowingly collect Personal Information from children through this Service.

When we process children's data in connection with our educational Products, we do so at the direction of and on behalf of educational institutions, under separate agreements. For details on how we handle children's data in the educational context, please see our Children's Privacy Notice and COPPA Disclosure.

If you believe we've collected personal information from a child through this Service without proper authorization, please contact us at privacy@schoolai.com and we'll promptly investigate and delete the information if confirmed.

16. Changes to This Privacy Notice

We may update this Privacy Notice from time to time. When we make changes, we'll update the "Last Updated" date at the top and, where required by law, notify you of material changes, including by posting on our Service.

We encourage you to review this notice periodically so you stay informed about how we're protecting your information.

17. Your Rights Under California's "Shine the Light"

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Services that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to privacy@schoolai.com or write us at: 2000 Ashton Blvd., #500, Lehi, UT 84043.

18. How to Reach Us

If you have questions, concerns, or requests related to this Privacy Notice or how we handle your personal information, we're here to help.

SchoolAI, Inc.
Attn: General Counsel
Email: privacy@schoolai.com
Mail: 2000 Ashton Blvd., #500, Lehi, UT 84043



Platform Privacy Notice & SchoolAI Data Protection Addendum

This Platform Privacy Notice & SchoolAI Data Protection Addendum (DPA) applies to all Authorized Users of Institutions who use the SchoolAI Technology (as defined in our [SchoolAI Terms of Service](#)) where a separate agreement with the Institution does not exist. In the event that a separate data processing agreement is signed between SchoolAI and the Institution, that separate agreement will control. Moreover, in the event that SchoolAI has entered into a statewide data privacy agreement and the Institution countersigns Exhibit "E" to that Statewide Privacy Addendum and returns a copy to SchoolAI via email (send to: privacy@schoolai.com), then the terms of the Statewide Privacy Addendum will control over the terms of this DPA.



Check [here](#) if we have a statewide privacy agreement in your state.

1. What This Privacy Notice Does Not Cover & Additional Privacy Rights For Certain People

This DPA covers Authorized Users of Institutions who are SchoolAI Clients using the SchoolAI Technology in the United States. This DPA does **not** apply to Authorized Users of Institutions who are SchoolAI Clients using the SchoolAI Technology outside of the United States. Our applicable DPA for non-US Authorized Users can be found [here](#).

2. Definitions.

Capitalized terms used in this DPA are defined in the [SchoolAI Terms of Service](#) or as otherwise defined herein. Some additional terms to know are as follows:

2.1. **"Data Protection Laws"** means the applicable federal, state, local, and municipal laws and regulations in the United States that relate to privacy, data protection or data security of PII, including but not limited to, and to the extent applicable, the Children's Online Privacy Protection Act, 15.U.S.C. §6501, et seq., and its implementing regulations, 16 C.F.R. Part 312 (together, "COPPA") and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations, 34 C.F.R. Part 99 (together, "FERPA").

2.2. **"Personally Identifiable Information" or "PII"** means any information, including in an educational record, relating to an identified or identifiable individual (e.g. full name, date of birth, student ID number, or any information, which when linked to other information, could identify an individual). PII includes (a) "personally identifiable information" as defined under FERPA at 34 C.F.R. § 99.3 and (b) "Personal Information" as defined in SchoolAI's COPPA Notice (including all categories enumerated in 16 C.F.R. § 312.2). For the avoidance of doubt, PII is a subset of Client Data. De-identified Data is not considered PII.

2.3. **"Process, Processes, Processing"** means the same as defined in the applicable Data Protection Laws or if no such definition is available, means SchoolAI's collection, use, uses, stores, discloses, or transfers, storage, disclosure, or transfer of Client Data, including PII.

3. Compliance With Applicable Laws

Each party will comply and follow all applicable Data Protection Laws in its respective Processing of PII under the Agreement.

4. Notices & Consents

Client shall provide all notices and obtain all consents required under applicable Data Protection Laws from the Authorized Users (or such Authorized User's parent or guardian, as applicable) to allow SchoolAI to Process the Client PII as permitted pursuant to this DPA and in the [Children's Privacy Notice and COPPA Disclosure](#) (collectively, the "Notices and Consents"). Client represents and warrants that it has obtained and will maintain the Notices and Consents for all Authorized Users during the Term of the



Agreement. Without limiting the foregoing, where the Product makes available an AI notetaker, recording, transcription, or other audio-capture feature, Client and its Authorized Users are solely responsible for providing notice to, and obtaining any consents required under applicable Data Protection Laws (including any all-party consent required by applicable wiretap, eavesdropping, or two-party consent statutes) from, all participants whose voice, image, or contributions may be captured, including any Children, Parents, staff, or other individuals present in the session.

5. How We Process An Authorized Users' PII

SchoolAI's [Children's Privacy Notice and COPPA Disclosure](#) ("COPPA Notice") describes certain information about SchoolAI's Processing of PII of Authorized Users under the age of 13. The COPPA Notice, together with this DPA, constitutes SchoolAI's direct notice to Client as the operator of an online service relying on school authorization, as permitted by applicable law. For purposes of this DPA, the Processing activities described in the COPPA Notice apply to all Authorized Users who are students. Client agrees that SchoolAI's COPPA Notice is subject to change from time to time to remain current. SchoolAI will not make material changes to the COPPA Notice without prior notice to the Client, and will obtain renewed authorization from Client or new verifiable parental consent (as applicable under COPPA) before any material change takes effect.

6. SchoolAI's Obligations.

6.1. SchoolAI maintains a written, comprehensive information security program designed to protect Client PII against unauthorized access, destruction, use, modification, or disclosure. SchoolAI's program is reviewed at least annually by a designated qualified employee. SchoolAI will implement, maintain, and use reasonable technical and organizational measures that are designed to preserve the security of all Client PII Processed by SchoolAI via the SchoolAI Product, including encryption of PII in transit and at rest, role-based access controls, written policies governing employee access, and ongoing security monitoring. SchoolAI's technical and organizational measures, and current third-party security attestations (e.g. SOC 2 Type II), are available upon request, via our Trust Center at trust.schoolai.com. Client has reviewed such measures and agrees that the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of Processing the PII hereunder.

6.2. SchoolAI shall take reasonable steps to ensure the reliability and integrity of any employees and contractors who have access to the PII and ensure that employees and contractors are under a duty of confidentiality with respect to their Processing of the PII.

6.3. SchoolAI engages certain third-parties to Process the Client Data on SchoolAI's behalf ("**Sub-Processors**"). SchoolAI will enter into written agreements with each Sub-Processor containing terms that provide substantially similar levels of data protection and obligations for Client PII as those set out in this DPA. SchoolAI will be liable for all acts and omissions of any Sub-Processor to the extent SchoolAI would be if they were SchoolAI's acts. Client consents to SchoolAI engaging the Sub-Processors for the purposes set forth in the agreement between Client and SchoolAI. Client acknowledges and agrees that the list of Sub-Processors, published in our trust center at: trust.schoolai.com, may be updated from time to time. SchoolAI shall provide Client with at least ten (10) days' advance written notice (sent to Client's email address on file and/or by posting on the trust center) of any new or replacement Sub-Processor that will Process Client PII, and Client may object on reasonable grounds. If SchoolAI cannot reasonably accommodate Client's objection, Client may terminate the affected portion of the Agreement.

6.4. If SchoolAI becomes aware of a verified and/or confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client PII (a "Security Incident"), SchoolAI shall inform Client, within a reasonable amount of time (but in no event more than what is permitted pursuant to applicable law). The notice to Client will include reasonable information, cooperation, and updates of material developments necessary to allow Client to fulfill any data breach notification requirements pursuant to applicable Data Protection Laws. However, SchoolAI's cooperation and information



sharing will be at Client's sole cost and expense to the extent the Security Incident is caused by Client or its Authorized Users. SchoolAI may take any and all reasonable measures it deems appropriate to mitigate the effects of the Security Incident.

7. What happens if an Authorized User needs to view, correct, or delete their PII?

Client shall be solely responsible for responding to and fulfilling any inquiries from Authorized Users and other data subjects (each a "Data Subject") regarding their PII in connection with the Processing under the Agreement, including any requests to exercise their rights under applicable Data Protection Laws, and Client will handle all Data Subject's inquiries as required by applicable Data Protection Laws. Client understands that SchoolAI is not required to take any action in response to any requests from Data Subjects except to notify such Data Subjects to contact Client. Authorized Users may review, obtain a copy of and amend their own PII by contacting Client and following Client's procedures for amending PII. To the extent Client cannot obtain a copy of, delete, or amend the PII directly within the Product, Client may contact SchoolAI (via email at: privacy@schoolai.com) and SchoolAI will provide a copy of, delete, or amend such Data Subject's PII in accordance with Client's written instructions. To the extent Client is unable to effect the Data Subject's request as permitted by the functionality of the Products, and to the extent legally permitted, Client shall be responsible for reasonable costs arising out of SchoolAI's provision of assistance with Client's Data Subject request. Client shall indemnify, defend, and hold harmless SchoolAI and its affiliates, subsidiaries, successors, and assigns (and the officers, directors, employees, sublicensees, customers, and agents of SchoolAI and its affiliates, subsidiaries, successors and assigns), from and against any and all losses, demands, liabilities, damages, fines, settlements, expenses, and costs (including without limitation reasonable in-house and outside attorneys' fees and costs), arising from in connection with, SchoolAI complying with Client's instructions under this DPA.

8. To Whom Client May request SchoolAI share PII

8.1. At the request of Client, Client acknowledges and agrees that SchoolAI may provide Client PII to Third-Party entities that Client requests SchoolAI share information with (e.g. a District Administrator or State Board of Education). Client will make such authorization either (i) in writing to privacy@schoolai.com; or (ii) as permitted by allowing sharing and viewing within the Administrator Account (to the extent the functionality exists within the Product). Client acknowledges and agrees that each Authorization will result in Client electing, in its sole discretion, to transfer the Client PII to the recipients that Client selects.

8.2. Client warrants that an individual assigned to the Administrator account will be an individual (or individuals) elected and chosen by Client to have sufficient authority to authorize the transfer of Client PII to the third party on behalf of Client.

8.3. Client acknowledges and agrees that Client Data may contain PII and may be subject to Data Protection Laws. Client will hold SchoolAI harmless, and not liable in any way for the disclosure of PII to the third parties as provided for in this DPA.

8.4. SchoolAI makes no warranty or representation (i) that the use of the Client PII by the third party is valid and in compliance with any and all applicable Data Protection Laws and Client's organization policies; or (b) that Client PII will remain secure upon transfer to the third party and SchoolAI disclaims any responsibility for the transfer to the third party. Client acknowledges and agrees that Client Data will be provided on an "as is", "as available" basis.

9. Data Retention.

Client PII will be deleted within ninety (90) days following a written request after the data is no longer needed for the purpose for which it was collected, except that SchoolAI may keep Client PII as required by applicable law, regulation, court order, separate agreement or State Specific Agreement entered into by Client and SchoolAI, or rules applicable to the safeguarding of evidence pending litigation, or as agreed by Client. Upon termination or expiration of the Agreement, SchoolAI will securely delete all Client PII in SchoolAI's possession or control, except where retention is required by applicable law. Upon Client's written request, SchoolAI will provide written certification that such return or deletion has been completed.



10. De-Identified Data and SchoolAI's Data

Client acknowledges and agrees that SchoolAI may create De-Identified Data. In creating the De-Identified Data, SchoolAI will (i) take reasonable steps to ensure that such information cannot be associated with an Authorized User or a "consumer" or "household" (as defined by applicable Data Protection Laws), (ii) publicly commit to maintain and use the information in a de-identified form, and (iii) not attempt to reidentify the information, except as permitted under Data Protection Laws. When SchoolAI shares De-Identified Data with a third party, SchoolAI will contractually require the recipient to (a) not attempt to re-identify the De-Identified Data, (b) not combine it with other data sources for the purpose of identifying any individual, and (c) maintain the information only in de-identified form, consistent with applicable law. De-Identified Data is not considered Client Data. SchoolAI may use De-Identified Data and aggregated data derived from Product interactions for research and the development of published reports aimed at improving educational outcomes and understanding how AI tools support student learning. For the avoidance of doubt, no data including De-Identified Data will be used to train LLM models.

11. Education Records.

As applicable, to the extent SchoolAI has access to "Education Records" and "Personally Identifiable Information" (as those terms are defined in FERPA) in connection with the provision of the Products, (i) Client agrees that SchoolAI is performing an institutional service or function for which Client would otherwise use employees, and Client therefore designates SchoolAI as a "School Official" with "Legitimate Educational Interests" (as those terms are defined in FERPA); (ii) SchoolAI agrees to be under the direct control of Client with respect to the use and maintenance of such Education Records and Personally Identifiable Information, including by acting in accordance with Client's reasonable instructions; and (iii) SchoolAI agrees that such Education Records and Personally Identifiable Information will be used solely for authorized purposes as permitted by the Agreement between the parties, and it will not redisclose such Educational Records or Personally Identifiable Information except with the prior authorization of Client and where redisclosure is otherwise permitted under FERPA.

12. Personal Information Collected From Children.

To the extent that SchoolAI collects Personal Information from a child under the age of 13 in providing access to the Products, (i) SchoolAI agrees to limit the use of the Personal Information to the purposes permitted by Client under the Agreement, and (ii) Client consents on behalf of parents or guardians to the collection, use, and disclosure of such Personal Information with respect to use of the Products as described in SchoolAI's COPPA Notice.

13. Optional Additional Information Shared by Teachers and Administrators Use of the Product

13.1. *Space Sharing Capabilities with other Users.* To the extent permitted by the functionality of the Product, and the Client's administrator and/or teacher Authorized Users, certain Spaces may be shared within the Product to others. In the event that a teacher Authorized User elects to share the Space (and its content) with a third party and/or make it available and searchable within the Product, the teacher Authorized User agrees and consents to the sharing of their name, institutional affiliation, and profile picture within the Product in connection with the shared Space.

13.2. *AI Notetaker.* The Product may make available an AI-powered notetaker feature (the "Notetaker") that, when initiated by an Authorized User, captures audio from a meeting, lesson, or other session, transmits the audio to SchoolAI's speech-to-text sub-processor (currently Deepgram) solely for transcription, and generates a written transcript and/or summary (collectively, the "Notes") for the initiating Authorized User and the Institution. SchoolAI displays a visible in-product indicator to participants whenever the Notetaker is active. The Notetaker may incidentally capture the voices and statements of Children, Parents, staff, or other individuals present in the session; captured audio, transcripts, and Notes constitute Client PII and, to the extent they include information about a Child, are also subject to SchoolAI's COPPA Notice. Audio captured by the Notetaker is processed



solely to generate the corresponding transcript and Notes and is deleted following successful transcription within 30 days. Notes are processed only to provide the Notetaker feature to the Institution; are stored as Client PII subject to SchoolAI's written information security program; are treated as "Education Records" under FERPA to the extent they contain personally identifiable information from a Child's education records (with SchoolAI acting as a "School Official" with a "legitimate educational interest" under FERPA); are subject to the retention and termination provisions of Section 9 (Retention) of this DPA; and are not used by SchoolAI, Deepgram, or any other party to train, fine-tune, or improve any artificial intelligence or machine-learning model for any purpose outside the direct educational features of the Product. Client and its Authorized Users are responsible for configuring access to the Notetaker, restricting its use to sessions for which appropriate notices and consents have been obtained from all participants (as set forth in the Notices & Consents section above), and complying with applicable wiretap, eavesdropping, and two-party consent laws.

14. Updates to this DPA.

Notwithstanding anything to the contrary in the Agreement, SchoolAI may modify this DPA from time to time. SchoolAI will provide Client with at least thirty (30) days' prior written notice (sent to Client's email address on file as set forth in the Order Form) of any material change to this DPA. If a material change requires Client's consent under applicable Data Protection Laws (including COPPA), or under SchoolAI's agreement with Client, SchoolAI will not implement the change with respect to Client until SchoolAI has obtained that consent. Non-material changes (such as clarifying language, typographical corrections, or non-substantive reorganization) take effect upon posting and do not require Client's consent.



Children's Privacy Notice and COPPA Disclosure ("COPPA Notice")

Effective Date: May 13, 2026

At SchoolAI, we are committed to protecting the privacy and security of our users' information, especially that of students and educators. This COPPA Notice explains how SchoolAI ("SchoolAI", "Platform", "Service", "we", "us", or "our") collects, uses, discloses, and protects personal information of children under 13 in the United States who use our Product through their Institution.

A Child may only use our Product through an Institution. The Institution is in charge of that child's personal information. Under U.S. privacy law the Institution is the "controller" of the information and we act as a "processor" on the Institution's behalf. What we may do with the information is governed by our agreement with the Institution.

Each Institution may also have its own privacy policy. That policy — together with our agreement with the Institution — controls how personal information is collected, used, and shared, including any rights you may have to access, correct, or delete it.

If you send a request to us about personal information we process for an Institution, we can't act on it directly. We will forward your request to the Institution, or follow the process we've agreed with them, so the Institution can respond.

If you are located outside the United States, please visit our [privacy notices page in our Trust & Safety Hub](#) to learn more about our privacy practices.

Definitions.

Capitalized terms have the meanings given below.

- **"Child"** and **"Children"** mean a user, or users, of the Product in the United States who are under the age of 13.
- **"Child Account"** means the Authorized User (defined in the Terms of Service) account, made available through an Educator, through which a Child accesses and uses the Product.
- **"Educator"** and **"Educators"** mean an individual, or individuals, authorized to act on behalf of the Institution contracting with SchoolAI for use of the Product.
- **"Institution"** has the meaning given in our Terms of Service; for convenience, it refers to the school, district, or other educational organization that provides the Product to your Child.
- **"Parent"** means a legal guardian of a Child.
- **"Personal Information"** means individually identifiable information about a Child that is collected online, and includes the categories enumerated in the Children's Online Privacy Protection Rule (16 C.F.R. § 312.2). For convenience, that means:
 - first and last name;
 - a home or other physical address including street name and name of a city or town;
 - online contact information (such as an email address, instant messaging user identifier, VoIP identifier, or video chat user identifier);
 - a screen or user name that functions as online contact information;
 - a telephone number;
 - a Social Security Number;
 - a persistent identifier that can be used to recognize a user over time and across different websites or online services (such as a customer number held in a cookie, an Internet Protocol (IP) address, a processor or device serial number, or a unique device identifier);



- a photograph, video, or audio file that contains a Child's image or voice;
- geolocation information sufficient to identify street name and name of a city or town;
- a biometric identifier that can be used for the automated or semi-automated recognition of an individual (including a fingerprint or handprint, retina or iris pattern, genetic data including a DNA sequence, or a voiceprint, gait, or facial template);
- a government-issued identifier; and
- information concerning the Child or the Child's Parents that we collect online from the Child and combine with one of the identifiers listed above

"Personal Information" also includes any other information about a Child that can reasonably be used, alone or in combination with other reasonably available information, to identify, locate, or contact a specific Child.

- **"Products"** means the educational software products, websites, mobile applications, and any other online interactive features or services that collect Personal Information from Children and that SchoolAI provides to Institutions under a Terms of Service agreement. Our Terms of Service is available on schoolai.com — see the "Terms of Use" section.

How does a Child access and use the Products?

A Child may only use the Products with prior consent — either from a Parent, or from an Institution acting on behalf of the Child's Parent under the "school-as-agent" model permitted by COPPA. We will not collect, use, or disclose Personal Information from a Child without that consent. An Institution provides this consent by agreeing to use or purchase the Products on behalf of its Children.

Scope of Institution consent. An Institution's consent under the school-as-agent model authorizes us to collect, use, and disclose Personal Information from Children solely for school-authorized educational purposes — that is, for the use and benefit of the Institution and the educational experience of its Children. It does not authorize us to use Children's Personal Information for any other commercial purpose, including:

- targeted advertising to Children;
- building user profiles for purposes unrelated to the Institution's educational use of the Products;
- selling, renting, licensing, or otherwise disclosing Personal Information to third parties for those parties' own commercial purposes; or
- training artificial intelligence or machine-learning models for any use outside the direct educational features of the Products.

If we want to use a Child's Personal Information for any purpose beyond this school-authorized educational scope, we will obtain separate verifiable parental consent in advance.

Limits on collection and retention. We collect only the Personal Information that is reasonably necessary for a Child to participate in the Products, and we will not condition a Child's participation in the Products on the disclosure of more Personal Information than is reasonably necessary for that participation. We retain Personal Information only for as long as is reasonably necessary to fulfill the educational purpose for which it was collected, after which we delete or de-identify it in accordance with our written data retention policy. Our written data retention policy is published in our Trust Center at trust.schoolai.com.

Institution and Parent rights. An Institution, or a Parent acting through the Institution, may at any time:



- review the Personal Information we have collected from a Child;
- refuse to permit our further collection, use, or disclosure of that information; and
- request that we delete that information from our systems.

If consent is missing. If we learn that a Child's Personal Information has been collected through the Products without the appropriate consent of the Child's Institution or Parent, we will take appropriate steps to delete the information. If you are a Parent or Institution and discover that your Child — or a Child who is your student — has a registered account with the Products without an Institution's or Parent's consent, please contact the Child's Institution and ask the Institution to request that we delete that Child's Personal Information from our systems.

What Personal Information do we collect?

SchoolAI collects only the Personal Information from a Child that is reasonably necessary for the Child to use the Products for purposes authorized by an Institution. We do not collect more than that. We collect Personal Information from Children in three ways: information provided directly by an Institution, an Educator, or a Child; information generated as a Child uses the Product; and information collected automatically through standard internet technologies.

Information provided by an Institution, an Educator, or a Child. When an Institution creates a Child Account (or a Child signs in through an Institution's third party single sign-on), or when a Child joins a Space Session (lesson) using the unique code provided by an Educator, we receive the Personal Information needed to set up and use the account, which may include:

- First and last name;
- Email address; and
- The Child's Institution, and where provided, grade level or class assignment.

If a Child signs in through an Institution's third-party single sign-on integration, we may receive additional Personal Information from that SSO provider, as described immediately below.

Sign-in through Institution's Identity Provider. If a Child signs in to the Products through an *Institution's Identity Provider* single sign-on integration ("SSO Provider"), the Institution has authorized SchoolAI to receive certain Personal Information about the Child from SSO Provider through SSO Provider's application programming interface ("API"). The information we receive from SSO Provider is limited to what the Institution has configured to be shared and what is reasonably necessary for the Child to access and use the Product, and may include:

- First and last name;
- Email address;
- The Child's SSO Provider username and unique SSO Provider identifier;
- The access token used to authenticate the SSO Provider session;
- The Child's Institution, grade level, and class or section assignments; and
- A profile picture, where the Institution has elected to share one.

We use this information solely for the purpose described in this Notice and in our Agreement with the Institution. We do not request fields from the SSO Provider that are not necessary for the Products to function.

Information generated through use of the Product. Once a Child Account is created and/or otherwise accesses and uses the Product, we collect data generated by that use including:



- The Child's interactions with the artificial-intelligence features of that Product, including prompts, responses, and chat history;
- The Child's responses to checks for understanding, assessments, and other activities within a Space Session;
- Progress, completion, and performance data associated with the Child Account;
- Voice and audio recordings, where the Child uses the voice-enabled features. We send these recordings to our speech-to-text service provider, OpenAI, solely to convert the speech to text so the relevant feature can respond to the Child. We do not use voice or audio to identify the Child or to create a voiceprint or other biometric template. Audio is deleted in accordance with our data retention policy; We may also capture a Child's voice and statements where an Authorized User (such as a teacher or administrator) initiates the AI Notetaker feature during a session in which the Child participates. In that case, the captured audio is transmitted to Deepgram solely to produce a written transcript and summary for the Authorized User and the Institution, the audio is deleted after transcription (within 30 days), and the resulting transcript and summary are processed on the Institution's behalf, treated as Education Records under FERPA to the extent applicable, and are not used to identify the Child, to create a voiceprint or other biometric identifier, or to train any artificial intelligence or machine-learning model for any purpose outside the direct educational features of the Product. The Product displays a visible in-product indicator while the Notetaker is active so that participants are aware a session is being recorded for note-taking purposes;
- Images, video, audio recordings, and files that a Child uploads to or creates within the Products in the course of a learning activity, including any Personal Information contained in those files; and
- Session logs and timestamps.

Information collected automatically. When a Child uses the Product, we and our service providers may automatically collect certain technical information, including:

- A persistent identifier (such as a device identifier, browser cookie, or Internet protocol (IP) address) used to recognize the Child Account over time and across sessions, solely for the internal operation of the Products and for purposes authorized by the Institution. Internal operations include maintaining and analyzing the functioning of the Product, authenticating users, ensuring security and integrity, protecting against fraud, performing network communications, and complying with legal obligations. We do not place third-party marketing or advertising cookies, tags, or trackers on the Child-facing portions of the Products;
- Device type, operating system, and browser information;
- Approximate geolocation derived from the IP address (not precise enough to identify a street name or town); and
- Log data, including access times and feature usage.

We do not knowingly collect Personal Information from a Child beyond what is described in this section. If we change the categories of Personal Information we collect, or the way we use them, in any material respect, we will obtain new consent before doing so.

How do we use the Child's Personal Information?

We use Personal Information from Children only for the purposes described below, and only within the school-authorized educational scope set out above in the Section titled: [How does a Child access and use the Product?](#)

- *To Deliver the Product.* We use Personal Information to create Child Accounts, allow Children to access and use the Product, deliver the features that Children and Educators select, customize a Child's educational experience within the



Product, evaluate usage patterns for the operation of the Product, and communicate with Children regarding the Product, through the functionality of the Product.

- *To maintain and improve the Product.* We use Personal Information to monitor the Products for performance and security issues, to fix bugs, and to improve features that are part of the Product's direct educational use by Children and Educators. We do not use Personal Information from Children to train artificial intelligence or machine learning models, including any third party or general purpose foundation model, for any use outside of the direct educational features of the Product.
- *To Create De-Identified Data.* We may de-identify Personal Information so that it can no longer reasonably be used, alone, or in combination with other reasonably available information, to identify a Child. We use and share de-identified data only for lawful business purposes – including aggregate reporting, research on the educational effectiveness of the Product, and the development of educational features and Product. When we share de-identified data with a third party, we (i) publicly commit not to re-identify the data and (ii) contractually require the recipient to make the same commitment consistent with the de-identification standard at 16 C.F.R. §312.2.
- *For Compliance, Fraud Prevention, and Safety.* We may use Personal Information as we believe necessary or appropriate to (i) enforce our [Terms of Service](#); (ii) protect the rights, privacy, safety, or property of SchoolAI, the Institution, a Child, you, or others; and (iii) protect against, investigate, and deter fraudulent, harmful, unauthorized, unethical, or illegal activity affecting the Product.
- *To Comply with Law.* We may use Personal Information as we believe necessary or appropriate to comply with applicable laws, lawful requests, and legal processes, including responding to subpoenas, court orders, or requests from governmental authorities, and limited to what those laws and processes require.
- *With Consent.* We may use Personal Information for purposes not listed in this Notice only with the prior written consent of the Institution (where the use is within the school-authorized educational scope) or with verifiable parental consent (where the use is outside that scope).

We do not:

- Use Children's Personal Information for targeted advertising or to build profiles for non-educational commercial purposes;
- Sell, rent, or license Children's Personal Information; or
- Use Children's Personal Information to train artificial intelligence or machine learning models for any purpose outside the direct educational features of the Product.

How can a Parent review and manage their Child's Personal Information?

Because Child Accounts and access to the Products are authorized and provided by the Child's Institution, the Institution –not SchoolAI – controls the Personal Information that the Products collects, maintains, and uses about each Child. SchoolAI acts as a processor on the Institution's behalf and cannot delete, modify, or disclose a Child's Personal Information without the Institution's authorization.

As a Parent, you have the right to:

- Review the Personal Information SchoolAI holds about your Child;
- Request correction of inaccurate Personal Information about your Child;



- Refuse to permit our further collection or use of your Child's Personal Information; and
- Request deletion of your Child's Personal Information.

How to exercise these rights. Please contact your Child's Institution. The Institution can review your request, respond directly, and – where action by SchoolAI is required – instruct us to act. This routing reflects the Institution's role as the controller of the Child's Personal Information under the school-as-agent model permitted by COPPA, and it is consistent with the Institution's responsibilities under FERPA and applicable state student-privacy laws.

If you contact schoolAI directly. You may also contact us at privacy@schoolai.com. We will acknowledge your message and forward it to your Child's Institution (or follow the procedure we have agreed on with the Institution) so the Institution can respond. We will support the Institution in fulfilling any authorized request promptly. Contacting us does not replace contacting the Institution, and may not shorten the response timeline, but we will use reasonable efforts to help reach a timely resolution.

What Personal Information is visible to others using the Product?

A Child's Personal Information is never made available or visible to the general public through the Product. Visibility within the Products is limited as follows:

- *Other Children.* A Child's Personal Information is not made visible to other Children using the Product. Space Sessions do not involve Child-to-Child collaboration or shared visibility of Personal Information; each Child interacts with the Products independently.
- *Educators.* The Personal Information visible to an Educator depends on the controls configured by the administrator of the Institution's account. Subject to those controls, Educators may be able to view a Child's name, account information, interactions with the AI features of the Product, responses to checks for understanding, assessments, progress and performance data, and other content the Child creates within the Space Session.
- *Institution-designated Administrators.* Administrators designated by the Institution may be able to view Personal Information associated with Child Accounts under the Institution's contract, in accordance with the Institution's policies and controls.
- *SchoolAI Personnel.* Personal Information is accessible to a limited number of authorized SchoolAI personnel, on a need-to-know basis, and only in connection with operating, supporting, and securing the Product.
- *Sub-Processors.* Certain third-party service providers process Personal Information on our behalf in the course of delivering the Product. A current list of our sub-processors — including the purpose for which each receives Personal Information — is published in our Trust Center at trust.schoolai.com. Each sub-processor is bound by a written agreement that restricts its use of Personal Information to the services it provides to us and prohibits it from using Children's Personal Information for its own purposes.
- *Parents.* A Parent's ability to view Personal Information about their Child is managed through the Institution, as outlined above.

How do we share Personal Information?

We share Children's Personal Information only in the limited circumstances described below, and only as permitted by our agreement with the Institution and applicable law.

- *With the Institution and its Educators.* We share Personal Information about a Child with the Child's Institution and with their Educators authorized by the Institution to use the Products with the Child, in accordance with our Terms of Service



agreement with the Institution. The Institution is responsible for its Educators' handling of Personal Information; if you are a Parent and have questions about how a specific Educator uses Personal Information, please contact the Institution.

- *With Sub-Processors that help us deliver the Product.* We share Personal Information with third-party sub-processors that perform services on our behalf — for example, cloud hosting, information technology, customer support, data security, and operational analytics for the Product. A current list of our sub-processors, including the purpose for which each receives Personal Information, is published in our Trust Center at trust.schoolai.com. Each sub-processor is bound by a written agreement that restricts its use of Personal Information to the services it provides to us and prohibits any other use.
- *For research the Institution directs.* With the Institution's prior written authorization, we may share Personal Information with researchers the Institution identifies, for educational research the Institution determines benefits its students or its educational mission — for example, a district analyzing its students' engagement with a specific feature. The Institution acts as the controller of any such research. We share Personal Information only under a written agreement that restricts use of the data to the authorized research purpose and prohibits any other use.
- *For research with third-party academic partners.* With the Institution's authorization, we may collaborate with external academic researchers to study the use and educational effectiveness of the Product. For these collaborations, we share only pseudonymized data — that is, data from which direct identifiers (such as a Child's name and email address) have been removed and replaced with non-identifying tokens that we maintain separately. Pseudonymized data remains Personal Information under applicable law; we share it only under a written research agreement that (i) limits use to the agreed research purpose, (ii) prohibits any attempt to re-identify the data or to combine it with other data sources for the purpose of identifying individuals, and (iii) prohibits onward disclosure of the data.
- *To Comply with law and respond to legal processes.* We may disclose Personal Information where we believe in good faith that disclosure is required to comply with applicable law, a subpoena, a court order, or another lawful request from a governmental authority, and limited to what those laws or processes require. Where permitted, we will provide notice to the Institution before disclosing Personal Information in response to legal processes.
- *To protect rights, safety, and security.* We may disclose Personal Information where we believe in good faith that disclosure is necessary to (i) protect the rights, privacy, safety, or property of SchoolAI, the Institution, a Child, you, or others; (ii) investigate or respond to fraudulent, harmful, or unauthorized activity affecting the Product; or (iii) enforce our Terms of Service.
- *For business transitions.* If SchoolAI is involved in a merger, acquisition, financing, sale of assets, bankruptcy, or other similar corporate transaction (including the due-diligence phase of any such transaction), Personal Information may be transferred to the acquiring or successor entity. We will require the successor entity to handle the Personal Information consistent with this Notice and our agreement with the Institution, and we will notify the Institution of any such transfer.
- *With Affiliates.* We may share Personal Information with a parent entity, subsidiary, or affiliate of SchoolAI that is bound by privacy commitments at least as protective as those in this Notice and our agreement with the Institution, and only as necessary to operate the Product.
- *With Consent.* We may share Personal Information for purposes not listed above only with the prior written consent of the Institution (where the sharing is within the school-authorized educational scope) or with verifiable parental consent (where the sharing is outside that scope).

We do not sell Children's Personal Information.

We do not share Children's Personal Information for targeted advertising.

We do not share Children's Personal Information with third parties for those parties' own marketing or commercial purposes.

Third-party content and links.



Some content displayed in the Products may be hosted by third parties, and the Products may link to third-party websites. SchoolAI does not control those third parties, their websites, or their data practices, and we are not responsible for them. Their handling of Personal Information is governed by their own privacy policies. SchoolAI-provided content that appears on websites SchoolAI does not control is similarly outside the scope of this Notice.

State-specific supplemental disclosures.

This supplement adds disclosures required by certain state student-privacy laws. To the extent any provision in this supplement differs from the rest of the Notice, the supplement controls for Children using the Products through an Institution located in the relevant state.

California — Student Online Personal Information Protection Act (SOPIPA) and AB 1584.

For Children using the Products through an Institution in California, SchoolAI confirms that:

- we do not engage in targeted advertising directed at Children based on information acquired through their use of the Product;
- we do not create a profile about a Child except in furtherance of K-12 school purposes authorized by the Institution;
- we do not sell, rent, or trade Children's Personal Information;
- we will delete Children's Personal Information upon the Institution's request;
- we maintain reasonable security procedures and practices appropriate to the nature of the Personal Information, including administrative, physical, and technical safeguards designed to protect against unauthorized access, destruction, use, modification, or disclosure of Personal Information; and
- we enter into a written agreement with each California Institution that addresses the matters required by California Education Code § 49073.1 (AB 1584).

Illinois — Student Online Personal Protection Act (SOPPA), 105 ILCS 85.

For Children using the Products through an Institution in Illinois, SchoolAI confirms that:

- our agreement with the Institution complies with the contractual requirements of SOPPA;
- we will not use Children's Personal Information other than for the K-12 school purposes authorized by the Institution, or as otherwise expressly permitted by SOPPA;
- we will not sell, rent, or trade Children's Personal Information, and we will not engage in targeted advertising based on Personal Information collected through the Product;
- the categories of Personal Information we collect, how we use it, and the third parties with whom we share it are described in this Notice;
- a Parent or guardian may inspect, review, correct, or request the deletion of the Child's Personal Information by contacting the Institution; and
- in the event of a breach affecting a Child's Personal Information, we will notify the Institution within the timeframe required by SOPPA so the Institution can notify affected Parents.

New York — Education Law § 2-d and the Parents' Bill of Rights for Data Privacy and Security.

For Children using the Products through an Institution in New York, the Institution is required by Education Law § 2-d and 8 NYCRR Part 121 to publish a Parents' Bill of Rights for Data Privacy and Security, together with a supplemental information page describing the SchoolAI engagement. That Parents' Bill of Rights and the SchoolAI supplemental information are available from the Institution.

SchoolAI's commitments under New York Education Law § 2-d include:

- Children's Personal Information will not be sold or released for any commercial or marketing purpose;
- Parents may request to inspect and review their Child's education records by contacting the Institution;



- safeguards — including encryption of Personal Information in transit and at rest, role-based access controls, written policies governing employee access, and ongoing security monitoring — are in place to protect Children's Personal Information;
- a current list of SchoolAI's sub-processors is published in our Trust Center at trust.schoolai.com; and
- complaints regarding a possible breach of Children's Personal Information may be submitted to the Institution or to the New York State Education Department's Chief Privacy Officer.

Other states. Children using the Products through an Institution in other states are also protected by state student-privacy laws that may include similar or additional requirements (including, without limitation, Connecticut Public Act 16-189; Colorado HB 16-1423; Texas Education Code § 32.151 et seq.; and Maryland Education Code § 4-131). SchoolAI complies with applicable state student-privacy laws, and our agreements with Institutions reflect the specific requirements of the jurisdictions in which they operate.

California "Shine the Light" Law (Cal. Civ. Code § 1798.83).

California residents have the right under California Civil Code § 1798.83 to request information about a business's disclosure of Personal Information to third parties for those third parties' direct marketing purposes. As described above, SchoolAI does not disclose Children's Personal Information to third parties for those third parties' direct marketing purposes, and our commitments under SOPIPA prohibit such disclosures. To make a request under California Civil Code § 1798.83, please contact us at privacy@schoolai.com or at the mailing address listed in the [Contact us](#) section. We will respond to a valid request within 30 days as required by California law.

Changes to this Notice.

We may update this Notice from time to time. The "Effective Date" above will reflect the most recent revision.

What counts as a material change. A material change is a change in the way we collect, use, or disclose Children's Personal Information. Examples include adding a new category of Personal Information that we collect, using Personal Information for a new purpose, or sharing Personal Information with a new category of third party.

What we will do before a material change takes effect. If we make a material change to this Notice, we will:

- post the revised Notice on our website and within our Product;
- notify each Institution of the change before it takes effect;
- obtain renewed authorization from the Institution under the school-as-agent model, or obtain new verifiable parental consent if the change involves collection, use, or disclosure outside the school-authorized educational scope; and
- where required by applicable law or by our agreement with the Institution, support the Institution in providing notice to Parents.

We will not collect, use, or disclose Personal Information from Children in a new way described in a material change until we have obtained the required consent.

Non-material changes. For non-material changes — for example, clarifying language, correcting typographical errors, or reorganizing existing content — we will update the "Effective Date" and post the revised notice without separate notice or consent.



Contact Us.

If you have questions or concerns about this Notice or our privacy practices, please contact us:

- *Email:* privacy@schoolai.com
- *Mail:* SchoolAI, Inc., Attn: General Counsel, 2000 Ashton Blvd., #500, Lehi, UT 84043
- *Phone:* [\(888\) 842-0057](tel:(888)842-0057)

If you are a Parent and you would like to review, correct, refuse further collection of, or delete your Child's Personal Information, please contact your Child's Institution. See Section titled: [How can a parent review and manage their Child's Personal Information?](#). The Institution can review and respond to your request, and where action by SchoolAI is required, the Institution will instruct us. You may also contact us directly using the information above, and we will acknowledge your message and forward it to the Institution.