

## Edifii, Inc. - Privacy Policy

Last Modified: August 21, 2024

### 1. **Introduction**

Welcome to Edifii! This Privacy Policy applies to our website (the “**Website**”), microsites, mobile versions of the Website and desktop/online and mobile applications, and any application programming interface (“**API**”) we provide (collectively, the “**Sites**”) that expressly adopt and display or link to this Privacy Policy or our Terms of Use at <https://www.edifii.me>, and that are owned, operated or controlled by Edifii, Inc. (“**Edifii**,” “**Company**,” “**our**,” “**we**,” or “**us**”). We make available and provide our Sites to you subject to our Terms of Use and this Privacy Policy. You agree to this Privacy Policy further to our Terms of Use. This Privacy Policy may be modified from time to time, but Edifii will not change how personal data or other personally identifiable information about you is collected, used, or shared by our us as stated in the current versions of our Terms of Use and this Privacy Policy without advance notice to you and obtaining your consent to such changes, which will be deemed granted by your continued use of our Sites or Services (defined below) after receiving such notice. Please read this Privacy Policy carefully and periodically check this Privacy Policy for updates. If you do not agree to this Privacy Policy, you must not access or use any of our Sites or Services.

This Privacy Policy covers how Edifii collects, uses, discloses and stores information about you when you (as a visitor, customer, account owner, registered user, or other user, collectively, a “**User**”) access or use our (i) Sites, (ii) any services provided by Edifii via the Sites or otherwise (collectively, the “**Services**”), and/or (iii) any other service or solution provided by Edifii (“**Other Solutions**” and collectively with the Sites and Services, the “**Edifii Solutions**”).

### 2. **What Information We Collect and How We Collect It**

In order to provide our Edifii Solutions to you and to ensure that our Edifii Solutions operate correctly, we collect various types of information, including information that identifies you or may identify you as an individual or the entity you represent (personal data or personally identifiable information, or personal information). When you use our Sites, Services, contact us, create an account, or become a registered user of our Edifii Solutions, we collect the following information:

#### **A. Information You Provide to Us:**

- i) If you use the contact information feature or form provided on our Sites or our <https://www.edifii.me> Website to contact us directly, we may collect your contact information that you voluntarily provide to us which may include your name, title, email address, school or business association, address, other contact information, location by state and the reason for contacting us.

- ii) If you sign up for an account for our Services or are a User of any of our Edifii Solutions, we may collect your name, age, gender, email address, mailing address, username, password, school information, and any other information you voluntarily provide to us.
- iii) We collect all information you provide to us when you use our Edifii Solutions including (i) and (ii) above, and any information or data you provide to Edifii to or through our Edifii Solutions including but not limited to responses to any questions or queries included with or as a result of your use of our Services or your interactions or contributions through our Edifii Solutions (including but not limited to responses to our Discovery Quizzes, collectively, “**Submitted Data**”).
- iv) Part of Submitted Data we may collect may include answers to questions or statements from you as to your general mental wellness, social interactions, or personality traits, and other information you voluntarily submit to us as a User of the Edifii Solutions, but we do not collect any health related information or other information otherwise subject to the Health Insurance Portability and Accountability Act, as amended (HIPAA). Per our Terms of Use, you agree not to provide to us any information subject to HIPAA when using Edifii Solutions.

**B. Information We Automatically Collect When You Use Our Edifii Solutions:**

- i) **Internet Protocol Address (“IP address”).** We automatically collect information about your IP address when you visit or use our Edifii Solutions.
- ii) **Usage Data.** Information collected automatically through the Edifii Solutions (or third-party services employed in the Edifii Solutions) including the domain names of the computers, tablets, mobile phones or other devices used to access or use Edifii Solutions (collectively, “**Devices**”), the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server’s answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Edifii Solutions) and the details about the path followed within the Edifii Solutions with special reference to the sequence of pages visited, other parameters about the Device operating system and/or the User’s IT environment, and any other information identified as “Usage Data” in our Terms of Use (“**Usage**”).

**Data**”). Such Usage Data may be provided to us by third party vendors, including Google Analytics. Google Analytics is a web analysis service provided by Google LLC, depending on the location our Edifii Solutions are accessed from, (“**Google**”). Google utilizes the data collected to track and examine the use of our Edifii Solutions, to prepare reports on its activities and share them with other Google services. Google may use the data collected to contextualize and personalize the ads of its own advertising network. Personal data processed may include cookies and Usage Data.

**iii) Information collected by cookies and other similar technologies.**

We may use various technologies to collect information that include saving cookies to Users’ Devices. These tools help us understand and improve the performance of the Edifii Solutions.

**iv) Your Communications with Us.** We may collect information communicated with us when you request information about our Edifii Solutions, or request customer or technical support, respond to surveys from us, or otherwise communicate with us.

**v) Job Applications.** We may post job openings and opportunities on our Website. If you reply to one of these postings by submitting your application, resume, CV and/or cover letter to us, we will collect and use your information to assess your qualifications.

**C. Information We Collect From Third Parties:**

i) We may receive personal information about you from partners, third-party service providers, external organizations, social media websites, marketing vendors (including from Google ads, Facebook ads, and TikTok ads) and other third-party sources.

**3. How We Use The Information We Collect**

**A. Services.** We use the information we collect in connection with the Edifii Solutions we provide. We may use the information we collect to set up User accounts and registered users; provide, operate, and maintain Edifii Solutions; customize the User experience and generate output with our Edifii Solutions; process and complete transactions; provide customer service and support and respond to inquiries; send communications; prevent fraudulent activity; for registration and authentication purposes; and for any other purpose based on our legitimate interest.

**B. Services Administration and Improvement.** We use the information we collect to administer, operate, and improve all of our Edifii Solutions.

**C. Analytics.** We may use aggregated information that is collected to understand general information and trends related to our Edifii Solutions, such as how

many people have visited our Sites during a given period of time, the types of Devices Users use with our Edifii Solutions, and to correlate Devices and User behavior with User reported information on an aggregated basis. This information cannot be used to identify an individual and does not include specific personally identifiable information. We use this information to help improve our Edifii Solutions.

**D. Respond to Inquiries.** If you choose to contact us directly using the methods posted on one of our Sites (by email, website form, chatbot, postal mail, telephone, or voicemail), we will respond to you using the contact information you provided in your inquiry.

**E. Handling Payments.** We may use payment processing services to process payments by credit card, bank transfer or other means. We may process or securely store your payment information or the transaction may occur directly between you and the payment processing service provider. Some of these services may also enable the sending of timed messages to the User, such as emails containing invoices or notifications concerning payments.

**F. User Database Management.** This allows us to build User profiles starting with an email address, mobile phone number, personal name, or other pieces of information provided by the User, and to track User activities through analytics features. This personal data may also be combined with publicly available information about the User (such as social networks' profiles) and used by us to build expanded private profiles, which can be used to display information and improve our Edifii Solutions. Some of these services may also enable the sending of timed messages to the User, such as emails based on specific actions performed on our Edifii Solutions

**G. Communications and Marketing.** When you submit an inquiry on one of our Sites, or sign up for our Services or Other Solutions we may use your information to send you communications from us or via third parties acting on our behalf, including those for marketing purposes. You can opt out of receiving certain marketing or promotional communications from us at any time using the unsubscribe link in the email communications we send.

#### **4. Who We Share Your Information With**

A. We do not rent or sell information about you with other people or non-affiliated companies. We only share information about you in accordance with this Privacy Policy and our Terms of Use. We may also share and disclose your information (including personal information) in the following instances:

- i) **Business Transactions.** If we are acquired or merged with another company, we will transfer collected information to the acquiring company.
- ii) **Parents, Guardians, School Administrators, and Public or Government Authorities.** We may share or disclose information you

provide to us, including your personal information and Submitted Data, or output or other information we generate from information you provide to use through use of Edifii Solutions, in support of our Edifii Solutions or for personal, public or community safety reasons, and/or in compliance with applicable laws, administrative or counseling policies or protocols, with certain school counselors, school leaders, school administrators, teachers, parents, guardians, law enforcement and other authorities. Under certain circumstances, we may also be required to disclose information you provide, including personal information, if necessary to comply with a subpoena, court order or other formal governmental requests, to establish or exercise our legal rights or defend against legal claims, or to cooperate with government and/or law enforcement officials.

**iii) Consent.** We share your personal information if you have asked or intend for us to do so or we have received your consent. For example, with your consent, we may post User testimonials that may identify you.

B. We may share aggregated, deidentified, or anonymized information (i.e., information that CANNOT be used to identify an individual) for a variety of reasons, including under the following circumstances:

- i) To make our Edifii Solutions better, refine functions or add features, foster transparency, or for research or development of new services or products.
- ii) If we are acquired or merged with another company, we will transfer aggregate information to the acquiring company.
- iii) We may share aggregate information if necessary to comply with a subpoena, court order, or other formal government request to establish or exercise our legal rights or defend against legal claims, or to cooperate with government and/or law enforcement officials.
- iv) For any lawful basis.

## 5. **Cookies**

The Edifii Solutions may place cookies on your browser or, if you use the Services, on your Device, in order to identify you when you return to one of our Sites, log in to our Services, and for other reasons in accordance with our cookie policy in place from time to time. The types of cookies that Edifii may use include, without limitation:

### Essential and Functional Cookies

These cookies enable our Sites and all of our Edifii Solutions to function. Certain functional cookies also allow us to respond to service or other inquiries received through a form.

### Analytics Cookies

Analytics cookies track aggregate Site performance, web speed, traffic sources, video plays and other aggregate data across the Sites. These cookies allow us to personalize web experience by type of visitor and, upon certain circumstances, by individual User. Individual User information is recognized through form completions or response to certain marketing campaigns.

### Advertising Cookies

Upon occasion, our firm may advertise on certain media sites. In order to track ad performance, we may place third party cookies from the ad partners. The ad partners may track anonymous Site usage behavior on Edifii and link it to other information they have associated with your IP address.

In addition to cookies, some information may automatically be collected as you browse our Sites, such as type of browser, operating system, domain name or IP address.

### IP Address

An IP address is a unique number that is automatically assigned to your computer when connected to a network. Web servers automatically identify your computer by its IP address. When you visit Edifii's Sites, our servers and content management system log your IP address.

## **6. Data Retention, Accessibility & Destruction**

We will retain your data, including personal information, for as long as required by the purpose for which we collected the data, to provide Edifii Solutions to you, to improve our Edifii Solutions, or to the extent required by law. We will make accessible, destroy or transfer to you any or all of your Submitted Data upon written request from you.

## **7. No Responsibility for Third-Party Services, Websites or Content**

A. As a service to our Users, or to enable certain functionalities or features, the Edifii Solutions may contain links to third-party websites or applications (“**Third-Party Sites**”) or use third-party content (“**Third-Party Content**”) and may provide third-party services (“**Third-Party Services**”), including payment processors and other payment intermediaries that you may use in connection with your use of certain of our Edifii Solutions. You use Third-Party Sites, Third-Party Content, or Third-Party Services (together, the “**Third Party Solutions**”) at your own risk. Some of these Third-Party Solutions used with our Services may include Google, Airtable and PayPal to name a few. We are not responsible for Third Party Sites, Third Party Services, Third Party

Content, or for any actions taken or information submitted by you to or through Third Party Solutions.

B. Edifii makes no claim or representation regarding Third-Party Solutions, and provides them or links to them only as a convenience. Inclusion in the Services or services of Third-Party Solutions does not imply Edifii's endorsement, adoption, or sponsorship of, or affiliation with, such Third-Party Solutions. Edifii accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third-Party Solutions, or websites linking to the Edifii Solutions. When you use Third-Party Solutions, the terms and policies of the providers of those Third-Party Solutions apply. You may need to expressly agree to terms of use and privacy policies to access or use some Third-Party Solutions required for certain features or functionalities of the Edifii Solutions, and your failure or refusal to accept such terms or policies may prevent or restrict or access or use of some or all of our Edifii Solutions. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Solutions, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party or agreement to access or use Third-Party Solutions.

C. The provider of Third-Party Solutions is solely responsible for such Third-Party Solutions, the content or information therein, any warranties to the extent that such warranties have not been disclaimed, any training, support or maintenance for the Third-Party Solutions, and any claims that you or any other party may have relating to those Third-Party Solutions or your use of them. Edifii is not acting as agent in providing such Third-Party Solutions to you; Edifii is not a party to the license, use agreement, or other policies or terms between you and the provider with respect to such Third-Party Solutions; and Edifii is not responsible for such Third-Party Solutions, the content or information therein, or any warranties or claims that you or any other party may have relating to such Third-Party Solutions or your use of them, including as part of the Edifii Solutions.

## **8. Security**

A. We take security very seriously. To help protect the privacy of data and personal information you transmit through use of our Edifii Solutions:

- i) We maintain physical, technical and administrative safeguards that are consistent with industry standards and applicable law.
- ii) We restrict access to your personal data to employees who need to know that information to provide benefits or services to you.
- iii) We train our employees about the importance of confidentiality and maintaining the privacy and security of your information.

## **9. Incident Management**

We maintain industry standard security incident response policies and procedures.

**10. Legal Basis for Processing Your Information (EEA, UK and Switzerland)**

**A. General.** If you are a User of our Edifii Solutions located in the European Economic Area (EEA), United Kingdom or Switzerland, we rely on the following basis for processing:

- i) **Consent**, where we have your consent to do so;
- ii) **Perform Contract**, where we need the personal information to perform a contract with you;
- iii) **Legitimate Interest**, where the processing is in our legitimate interests, as described in the “How We Use the Information We Collect” section of this document, and not overridden by your data protection interests or fundamental rights and freedoms; and/or
- iv) **Legal Obligation**, where we have a legal obligation to collect or retain personal information or need the personal information to protect your vital interests or those of another person(s).

**B. Controller and Processor.** Subject to the terms and conditions set forth in a Data Processing Addendum which Edifii may adopt and amend from time to time, Edifii, Inc. is the owner of the Edifii Solutions. Edifii is both controller and processor of personal data covered by the Privacy Policy for purposes of European data protection legislation.

**C. Data Storage and Data Transfer.** We may transfer your personal data to countries other than the one in which you live. To the extent that personal data is transferred abroad, we will ensure compliance with the requirements of the applicable laws in the respective jurisdiction in line with our obligations. We will ensure that an adequate level of protection is provided for the information by using industry-standard security practices and standard contractual clauses where required. If we transfer personal information that originates in the EEA, Switzerland, and/or the United Kingdom to a country outside of such regions, we will use commercially reasonable efforts to ensure that: (i) there are appropriate safeguards in place such as binding corporate rules or the approved EU standard contractual clauses between Edifii and the recipient; (ii) the transfer is to a country that provides an adequate level of protection under applicable laws; (iii) one of the derogations for specific situations found in applicable law applies to the transfer including explicit consent, where such transfer is necessary for the performance of a contract or exercise, or the defense of legal claims; or (iv) the transfer is otherwise consistent with the requirements of applicable law. By using the Edifii Solutions, or by providing any information to us, you expressly consent to such transfer and processing.

**11. Minor Children**



The Edifii Solutions are not intended or directed at minor children under the age of 13. In connection with the Edifii Solutions, we do not knowingly solicit or collect personal information from children under the age of 18 without parental or guardian consent as set forth in our Terms of Use. If we learn that we have collected personal information from a child under age 18 without parental or guardian consent, we will either seek parental consent or promptly delete that information. If you believe that a child under age 18 may have provided us with personal information without parental or guardian consent, please contact us as specified in the How To Contact Us section of this Privacy Policy.

## 12. **“Do Not Track”**

Do Not Track (“DNT”) is a privacy preference that Users can set in certain web browsers. DNT is a way for Users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.

## 13. **Your Rights**

A. You may have certain additional rights subject to applicable laws (including, without limitation, the privacy laws under California, Colorado, Connecticut, Utah and Virginia), including the rights set forth below.

B. We will take reasonable steps to allow you to access, review, update, rectify, or delete any personal data we hold about you. We will uphold these rights even if you are a resident outside of the EEA, United Kingdom or Switzerland. You have the following data protection rights:

- i) **Right of Access.** The right to obtain access to your personal data.
- ii) **Right to Rectification.** The right to erase or rectify inaccurate or incomplete data.
- iii) **Right to Erasure.** The right to obtain the deletion and erasure of your personal data in certain circumstances.
- iv) **Right to Portability.** The right to move, copy, or transfer personal data.
- v) **Right to Restrict Processing.** The right to restrict or limit our use, disclosure or processing of personal data.
- vi) **Right to Opt Out of Sale or Processing.** The right to opt out of the (a) sale of your personal information, (b) sharing of your personal information for cross-context behavioral advertising purposes, or (c)

processing of your personal information for targeted advertising purposes.

C. Additionally, subject to applicable law, you may receive, in a structured, commonly used and machine-readable format, certain of your personal information that you have provided to us. Subject to applicable law, you may have the right to have this information transmitted to another company, where it is technically feasible.

D. If you wish to exercise one of these rights, please contact us by using the contact details below. We will ask you to verify your identity before responding to these requests. EEA, United Kingdom and Switzerland residents also have the right to lodge a complaint to a data protection authority. For more information, please contact your local data protection authority.

**14. Supplemental Notice to California Residents**

A. This Supplemental California Privacy Notice only applies to our processing of personal information that is subject to the California Consumer Privacy Act of 2018 (“CCPA”), as amended by the California Privacy Rights Act of 2020 (“CPRA”). The CCPA provides California residents with the right to know what categories of personal information that Edifii has collected about them and whether Edifii disclosed that personal information for a business purpose (e.g., to a service provider) in the preceding 12 months. California residents can find this information below:

Personal information we collect	CCPA-defined categories	Purposes for which we may collect and use the personal information
Contact data	• Identifiers	• Operations • Marketing
Login data, including, without limitation: Name, Company Name, Username, Password, Email Address	• Identifiers • Online identifiers	• Operations

Personal information we collect	CCPA-defined categories	Purposes for which we may collect and use the personal information
Information you provide to us through use of Edifii Solutions	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Online identifiers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> </ul>
Transaction Data and Business Account Information	<ul style="list-style-type: none"> <li>• Commercial information</li> <li>• Financial information</li> <li>• Identifiers</li> <li>• Online identifiers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Marketing</li> </ul>
Communications	<ul style="list-style-type: none"> <li>• Identifiers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Marketing</li> </ul>
Marketing data and Third-Party Advertising Tools	<ul style="list-style-type: none"> <li>• Commercial information</li> <li>• Identifiers</li> <li>• Inferences</li> <li>• Internet or network information</li> <li>• Online identifiers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Marketing</li> </ul>

Personal information we collect	CCPA-defined categories	Purposes for which we may collect and use the personal information
Device data Online activity data	<ul style="list-style-type: none"> <li>• Inferences</li> <li>• Internet or network information</li> <li>• Online identifiers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Marketing</li> </ul>

B. As described above, please note that we may also disclose personal information in accordance with our Terms of Use and in connection with operations, corporate restructuring, to comply with law, or for compliance, fraud prevention and safety purposes. We do not sell your personal information.

C. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to comply with applicable legal, tax or accounting requirements, to enforce our agreements or comply with our legal obligations). When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing, until deletion is possible. When processing customer content on behalf of our customers, we will retain customer content for as long as our customer instructs us to and/or as required by applicable law.

D. Except as excluded above, the CCPA grants California residents the following rights:

- i) Information.** You can request information about how we have collected, used and shared your personal information during the past 12 months. We have made this information available to California residents without having to request it by including it in this Privacy Policy, in the chart above.
- ii) Access.** You can request a copy of the personal information that we maintain about you.
- iii) Deletion.** You can ask us to delete the personal information that we collected or maintain about you.

E. Please note that the CCPA limits these rights by, for example, prohibiting us from providing certain sensitive information in response to an access request and

limiting the circumstances in which we must comply with a deletion request. If we deny your request, we will communicate our decision to you. To the extent we collect sensitive personal information, we do so only to determine whether we are able to provide our Edifii Solutions or as part of our ongoing services. The CPRA allows you to limit the use or disclosure of sensitive personal information beyond what is reasonable and proportionate to the requested goods and services provided by Edifii, which you may do by contacting us to make such a request. In addition, to the extent applicable under the CPRA: (i) you have the right to opt out of our sale or sharing of personal information; and (ii) if we sell any of your personal information, you have the right, at any time, to tell us not to sell your personal information.

F. To the extent that the CPRA is applicable to you in respect of your accessing our Edifii Solutions, you have the right to request that we rectify inaccurate information about you. By visiting your account settings or otherwise contacting us, you can correct and change certain personal information associated with your account.

G. You are entitled to exercise the rights described above free from discrimination, and to ask someone else to exercise your privacy rights for you as your authorized agent.

H. The CCPA requires us to verify the identity of the individual submitting a request to access or delete or rectify personal information (or written permission or other proof that you have appointed an agent to serve on your behalf) before providing a substantive response to the request.

#### **15. Supplemental Notice for Nevada Residents**

If you are a resident of Nevada, you have the right to opt out of the sale of certain personal information to third parties who intend to license or sell that personal information. Please note that we do not currently sell your personal information as sales are defined in Nevada Revised Statutes Chapter 603A.

#### **16. Direct Marketing**

When you sign up for our Services or any of our Other Solutions you acknowledge that we can process your personal data to send you communications, including those for marketing purposes. You can opt out of receiving certain marketing or promotional communications from Edifii at any time using the unsubscribe link in the email communications we send.

#### **17. How to Contact Us**

If you have any questions about this Privacy Policy or its implementation, you can email us at [edifii@edifii.me](mailto:edifii@edifii.me) or write to us at:

Edifii, Inc.  
28 Surrey St., Unit 1

Cambridge, MA 02138  
Attn: President

**18. Changes to This Privacy Policy**

We may update this Privacy Policy from time to time based on changes to applicable laws and regulations or other requirements applicable to us, changes in technology, changes to our collection or use of information, or changes to our business. Edifii reserves the right, in its sole discretion, to change, modify or otherwise alter this Privacy Policy at any time, with or without notice. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revised policy on the Website or other notice to you, and your continued use of any of our Edifii Solutions after such posting or notice will constitute your agreement to be bound by such modified policies. You should from time to time review this Privacy Policy to understand the terms and conditions that apply to your use of our Edifii Solutions. This Privacy Policy will always show the 'last modified' date at the top. If you do not agree to the modified policy, you must stop using our Edifii Solutions.

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