

# Lumist.ai Privacy Policy

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## 1. INTRODUCTION

Welcome to Lumist.ai. We are committed to protecting your privacy and being transparent about how we collect, use, and share your personal information.

### About Lumist.ai

Lumist.ai is an AI-powered SAT preparation platform that provides personalized, adaptive learning experiences through a subscription-based model. Our Service includes web-based and mobile applications that help students improve their SAT scores through:

- AI-driven personalized study plans
- Predictive scoring algorithms (Lumist Score)
- Comprehensive question banks with detailed explanations
- Performance analytics and progress tracking

- Gamified learning features (XP, levels, streaks, leaderboards)
- Study tools including Focus Mode and vocabulary learning

## Who We Are

### Lumist.ai

15501 Bruce B Downs Blvd

Email: [privacy@lumist.ai](mailto:privacy@lumist.ai)

Support: [support@lumist.ai](mailto:support@lumist.ai)

## Scope of This Policy

This Privacy Policy applies to personal information we collect through:

- Our website at <https://lumist.ai> (the "Site")
- Our web application at <https://app.lumist.ai> (the "App")
- Email, text, and other electronic communications
- Customer support interactions
- Any other services we provide (collectively, the "Service")

This Privacy Policy does not apply to third-party websites, applications, or services, even if they are linked from our Service.

## Your Consent

By accessing or using our Service, you agree to this Privacy Policy. If you do not agree with this Privacy Policy, please do not use our Service.

**If you are under 18 years old**, your parent or legal guardian must review and agree to this Privacy Policy on your behalf before you use the Service.

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## 2. INFORMATION WE COLLECT

We collect several types of information from and about users of our Service.

### 2.1 Personal Information You Provide Directly

When you create an account, subscribe to our Service, or interact with us, you may provide:

#### Account Information:

- Full name
- Email address
- Username
- Password (encrypted and securely stored)
- Phone number (optional)

**Billing Information:**

- Billing address
- Payment information (processed securely by Stripe; we do not store complete credit card numbers)

**Communication Preferences:**

- Email notification preferences
- Marketing communication preferences
- Study reminder preferences

**Profile Information:**

- Educational background (optional)
- Target SAT score
- Test date
- Grade level

**Support and Communication Data:**

- Messages you send us through support channels
- Feedback and survey responses
- Information you provide when you contact us

**2.2 Student Educational Data**

As an educational platform, we collect and process student educational records and performance data, including:

**Test Performance Data:**

- Diagnostic test scores
- Practice test scores and results
- Section scores (Reading, Writing and Language, Math)
- Question-by-question responses and accuracy
- Time spent per question and section
- Lumist Score predictions and tracking
- Official SAT score reports (if you provide them for our Score Improvement Guarantee)

**Learning Activity Data:**

- Study sessions and duration
- Questions attempted and completed

- Practice tests taken
- Concepts studied and mastered
- Topics reviewed
- Video and lesson completion
- Exercise completion rates

**Performance Analytics:**

- Strengths and weaknesses analysis
- Progress over time
- Learning velocity and patterns
- Predicted improvement trajectory
- Skill mastery levels
- Redemption Bounties completed

**Study Behavior:**

- Daily study streaks
- Weekly activity patterns
- Focus Mode usage
- Time of day study preferences
- Study consistency metrics

**2.3 Information Collected Automatically**

When you access or use our Service, we automatically collect:

**Device and Browser Information:**

- Device type (computer, tablet, smartphone)
- Operating system and version
- Browser type and version
- Device identifiers
- Screen resolution
- Hardware model

**Usage and Analytics Data:**

- Pages visited and features used
- Click patterns and navigation paths

- Time spent on pages and features
- Search queries within the platform
- Feature interaction patterns
- Session duration and frequency
- Date and time of access

**Network and Location Information:**

- IP address
- General geographic location (country, state, city - derived from IP address)
- Internet service provider
- Time zone

**Performance Data:**

- Loading times
- Error messages and crash reports
- Performance metrics
- Technical diagnostics

**2.4 Information from Cookies and Similar Technologies**

We use cookies, web beacons, and similar tracking technologies to collect information about your browsing activities. See Section 5 for more details.

**2.5 Information We Generate About You**

Based on your use of the Service, we generate:

**AI-Generated Insights:**

- Personalized study recommendations
- Predicted SAT scores (Lumist Score)
- Weakness area identification
- Optimal study path recommendations
- Learning style assessments
- Predicted score improvement timeline

**Derived Analytics:**

- User profiles for personalization
- Engagement scores

- Risk of disengagement predictions
- Feature usage patterns
- Subscription lifecycle stage

## **2.6 Information We Do NOT Collect**

To be clear, we do **not** collect:

- Social Security numbers
  - Driver's license numbers
  - Biometric data (fingerprints, facial recognition)
  - Health or medical information
  - Genetic information
  - Precise GPS geolocation (we only collect city-level location from IP addresses)
  - Audio or video recordings
  - Information about race, ethnicity, or national origin (unless you voluntarily provide it)
  - Religious or philosophical beliefs
  - Trade union membership
- 

## **3. HOW WE USE YOUR INFORMATION**

We use the information we collect for the following purposes:

### **3.1 To Provide and Improve Our Service**

#### **Service Delivery:**

- Create and manage your account
- Provide access to our platform features
- Process your subscription payments
- Deliver personalized study plans and recommendations
- Generate your Lumist Score predictions
- Track your progress and performance
- Enable gamification features (XP, levels, streaks, leaderboards)
- Provide customer support

#### **Platform Improvement:**

- Analyze usage patterns to improve our Service

- Identify and fix technical issues
- Test new features and functionality
- Conduct research and analysis
- Train and improve our AI models and algorithms

### **3.2 To Personalize Your Experience**

#### **AI-Powered Personalization:**

- Create adaptive study plans based on your performance
- Identify your specific weaknesses and create Redemption Bounties
- Predict your SAT score with increasing accuracy
- Recommend content and practice questions suited to your level
- Optimize the difficulty and pacing of your learning experience
- Generate personalized study reminders and motivational messages

#### **Content Customization:**

- Display relevant practice questions
- Show appropriate explanations based on your understanding
- Customize the user interface based on your preferences
- Provide targeted feedback on your performance

### **3.3 To Communicate with You**

#### **Service Communications:**

- Send account notifications (password resets, security alerts)
- Provide subscription and billing updates
- Send study reminders and progress reports
- Notify you of platform updates and new features
- Respond to your support requests and inquiries

#### **Marketing Communications:**

- Send promotional emails about our Service
- Share educational content and study tips
- Notify you of special offers and discounts
- Invite you to participate in surveys and research

- Send SMS notifications about your account and studies (if you provide your phone number and consent)

### **B2B/School Account Restrictions:**

You may opt out of marketing communications at any time by clicking "unsubscribe" in emails or adjusting your account settings.

For accounts created through educational institutions, schools, or B2B partnerships, we will NOT use student personally identifiable information (PII) for behavioral targeting, third-party advertising, or marketing of non-educational products and services. Marketing communications for B2B accounts are limited to educational content directly related to SAT preparation and the Lumist.ai Service.

### **3.4 For Legal and Safety Purposes**

#### **Security and Fraud Prevention:**

- Detect and prevent fraud, abuse, and security incidents
- Monitor for suspicious account activity
- Protect against unauthorized access
- Enforce our Terms of Service
- Verify account authenticity

#### **Legal Compliance:**

- Comply with applicable laws and regulations
- Respond to legal requests and prevent harm
- Enforce our legal rights and agreements
- Comply with educational data privacy laws (FERPA, COPPA, state student privacy laws)

### **3.5 For Analytics and Research**

#### **Platform Analytics:**

- Understand how users interact with our Service
- Measure effectiveness of features and content
- Track conversion rates and subscription metrics
- Analyze user engagement and retention
- Generate aggregate, de-identified statistics about our users

#### **Educational Research:**

- Study learning patterns and outcomes (using aggregated, de-identified data)
- Improve educational methodologies

- Validate the effectiveness of our AI algorithms
- Contribute to educational research (with appropriate anonymization)

### 3.6 Legal Bases for Processing (GDPR)

If you are in the European Economic Area, our legal bases for processing your personal information include:

- **Performance of a Contract:** To provide you with the Service you've subscribed to
  - **Legitimate Interests:** To improve our Service, prevent fraud, and communicate with you about our Service
  - **Consent:** For marketing communications and optional features (you may withdraw consent at any time)
  - **Legal Obligation:** To comply with applicable laws and regulations
- 

## 4. HOW WE SHARE YOUR INFORMATION

We do not sell your personal information. We share your information only in the limited circumstances described below.

### 4.1 Service Providers and Business Partners

We share your information with third-party service providers who perform services on our behalf:

#### Payment Processing:

- **Stripe** - Processes all payment transactions securely. Stripe handles credit card information according to PCI-DSS standards.
- Privacy Policy: <https://stripe.com/privacy>

#### Cloud Infrastructure and Hosting:

- Cloud computing services for hosting our platform and storing data
- Content delivery networks for faster service delivery

#### Database and Storage:

- Database services for secure storage of user data
- Backup and disaster recovery services

#### AI and Machine Learning:

- **Google Cloud AI** - Powers certain AI features and machine learning models
- Other AI service providers for natural language processing and adaptive learning

#### Analytics Services:

- Analytics platforms to understand usage patterns

- Performance monitoring tools to ensure service quality

#### **Communication Services:**

- Email service providers for sending notifications and marketing emails
- SMS service providers for text notifications (if applicable)
- Customer support platforms

#### **Authentication Services:**

- Identity verification and authentication services
- OAuth providers (if you choose to sign in with Google, etc.)

All service providers are contractually obligated to:

- Use your information only to provide services to us
- Implement appropriate security measures
- Comply with applicable data protection laws
- Not use your information for their own purposes

#### **4.2 Educational Partners (B2B)**

If you access Lumist.ai through an educational consultant, tutoring center, or school:

- We may share your performance data and progress reports with your educational institution
- Your institution may have an admin dashboard to monitor student progress
- Your institution is responsible for obtaining any necessary consents for this data sharing

#### **4.3 Legal Requirements and Safety**

We may disclose your information if required to do so by law or if we believe such action is necessary to:

- Comply with legal obligations, court orders, or government requests
- Enforce our Terms of Service and other agreements
- Protect our rights, property, or safety
- Protect the rights, property, or safety of our users or the public
- Detect, prevent, or address fraud, security, or technical issues
- Investigate potential violations of our policies

#### **4.4 Business Transfers**

If Lumist.ai is involved in a merger, acquisition, asset sale, or bankruptcy:

- Your information may be transferred as part of that transaction

- We will notify you via email and/or a prominent notice on our Service before your information is transferred and becomes subject to a different privacy policy

#### **4.5 Aggregated and De-identified Information**

We may share aggregated, anonymized, or de-identified information that cannot reasonably be used to identify you:

- With researchers for educational studies
- With partners for industry analysis
- In public reports about educational trends
- For marketing and promotional purposes

#### **4.6 With Your Consent**

We may share your information with third parties when you explicitly consent to such sharing.

#### **4.7 Information We Do NOT Share**

We do not:

- Sell your personal information to data brokers or advertisers
- Share your individual test scores or educational data with third parties for their marketing purposes
- Share your information with social media platforms unless you explicitly connect your account
- Use your educational data for advertising targeting

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## **5. COOKIES AND TRACKING TECHNOLOGIES**

### **5.1 What Are Cookies?**

Cookies are small text files stored on your device that help us provide and improve our Service. We use both session cookies (which expire when you close your browser) and persistent cookies (which remain until deleted or expired).

### **5.2 Types of Cookies We Use**

#### **Strictly Necessary Cookies:**

- Enable core functionality like user authentication
- Remember your login session
- Provide secure access to your account
- Cannot be disabled without affecting core functionality

#### **Performance and Analytics Cookies:**

- Understand how you use our Service

- Track which features are most used
- Identify technical issues and errors
- Measure the effectiveness of our content and features

We may use Google Analytics or similar services for this purpose. These services may collect:

- Pages you visit
- Time spent on pages
- Links you click
- Device and browser information
- General location information

**Functionality Cookies:**

- Remember your preferences and settings
- Customize your user interface
- Remember your progress in lessons and exercises
- Provide personalized features

**Marketing Cookies (if applicable):**

- Track conversions from marketing campaigns
- Measure effectiveness of advertisements
- Deliver relevant marketing content

**5.3 Your Cookie Choices**

**Browser Settings:** Most browsers allow you to:

- View and delete cookies
- Block cookies from specific sites
- Block all cookies
- Receive notifications when cookies are set

Note: Disabling cookies may prevent you from using certain features of our Service.

**Opt-Out Tools:**

- Google Analytics: You can opt out using the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout>

**5.4 Web Beacons and Pixel Tags**

We may use web beacons (also called pixel tags) in our emails to:

- Track whether you opened an email
- Track whether you clicked links in an email
- Measure the effectiveness of our communications

## **5.5 Mobile Device Identifiers**

If you access our Service through a mobile app, we may collect:

- Device identifiers
- Mobile advertising IDs
- App usage information

You can typically reset your mobile advertising ID in your device settings.

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## **6. ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING**

### **6.1 How We Use AI**

Lumist.ai uses artificial intelligence and machine learning extensively to provide personalized learning experiences. Our AI systems:

#### **Adaptive Learning:**

- Analyze your responses to questions to understand your knowledge level
- Adjust the difficulty of questions in real-time
- Create personalized study paths based on your performance
- Identify knowledge gaps and create targeted practice opportunities

#### **Predictive Scoring:**

- Generate your "Lumist Score" - a prediction of your expected SAT score
- Track how your predicted score changes over time
- Forecast your improvement trajectory
- Estimate time to reach your target score

#### **Content Recommendation:**

- Suggest practice questions suited to your skill level
- Recommend topics to study based on your weaknesses
- Prioritize content for maximum learning efficiency
- Generate "Redemption Bounties" for areas needing improvement

#### **Performance Analysis:**

- Analyze your study patterns and habits
- Identify optimal study times and methods for you
- Detect when you're at risk of disengagement
- Generate insights about your learning style

## 6.2 AI Service Providers

We use the following third-party AI services:

### Google Cloud AI:

- Powers certain machine learning models
- Processes some of your usage data to generate insights
- Subject to Google's data processing terms

### Our Proprietary AI Models:

- Lumist Score algorithm (proprietary)
- Adaptive difficulty engine (proprietary)
- Weakness identification system (proprietary)

## 6.3 Data Used to Train AI

We use aggregated, de-identified data to train and improve our AI models:

- Historical student performance data (anonymized)
- Question difficulty ratings from student responses
- Learning pattern analysis across our user base
- Effectiveness of different study approaches

**Individual Identifiable Data is NOT used to train general AI models.** Your specific data is used only to personalize your experience.

## 6.4 AI Limitations and Your Responsibilities

**Important:** Our AI predictions and recommendations are not guarantees:

- Lumist Score predictions are estimates, not certainties
- AI recommendations should supplement, not replace, your own study judgment
- AI-generated study plans are suggestions that you should evaluate
- Results depend on many factors including your effort, consistency, and individual learning style

**You should:**

- Verify important information from AI outputs independently

- Not rely solely on AI predictions for critical decisions
- Understand that AI is a tool to assist, not replace, human judgment
- Report any AI outputs that seem incorrect or inappropriate

## 6.5 Opting Out of AI Features

Some AI features are core to how Lumist.ai works and cannot be disabled (such as adaptive question difficulty and basic recommendations). However, you may be able to:

- Disable certain predictive notifications
- Limit data collection for non-essential features
- Request manual review of AI-generated recommendations

Contact us at [privacy@lumist.ai](mailto:privacy@lumist.ai) to discuss your options.

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## 7. DATA SECURITY

### 7.1 Our Security Measures

We implement reasonable technical, administrative, and physical safeguards to protect your information:

#### Technical Safeguards:

- Encryption of data in transit (HTTPS/TLS)
- Encryption of sensitive data at rest
- Secure password hashing
- Regular security vulnerability assessments
- Firewalls and intrusion detection systems
- Secure API authentication

#### Administrative Safeguards:

- Limited employee access to personal data (need-to-know basis)
- Background checks for employees with data access
- Employee training on data protection
- Incident response procedures
- Regular security audits

#### Physical Safeguards:

- Use of secure, certified data centers
- Physical access controls

- Environmental safeguards (fire suppression, backup power)

## 7.2 Payment Security

Payment information is handled exclusively by our payment processor, Stripe, which is PCI-DSS Level 1 certified (the highest level of payment security). We do not store your complete credit card numbers on our servers.

## 7.3 Your Security Responsibilities

You are responsible for:

- Maintaining the confidentiality of your password
- Logging out after using shared computers
- Notifying us immediately of any unauthorized access
- Using a strong, unique password for your account

## 7.4 Security Limitations

No system is completely secure. While we strive to protect your information, we cannot guarantee absolute security. In the event of a data breach that affects your personal information:

- For individual users: We will notify you as required by applicable law
- For B2B/School accounts: We will notify the educational institution within 72 hours of discovering the breach, or within a shorter timeframe as required by state law or our Data Processing Addendum

If you believe your account has been compromised, immediately:

1. Change your password
2. Contact us at [security@lumist.ai](mailto:security@lumist.ai)
3. Review your account activity for suspicious behavior

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## 8. DATA RETENTION

### 8.1 How Long We Keep Your Information

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

#### Active Accounts:

- Account information: Retained as long as your account is active
- Educational data: Retained as long as your account is active
- Usage data: Retained for up to 2 years for analytics purposes

#### After Account Cancellation:

- We retain your data for 90 days to allow you to reactivate your subscription
- After 90 days, most personal data is deleted, except as noted below

**After Account Deletion:**

- Core personal data is deleted within 30 days
- Some data may be retained in backups for up to 90 days
- Aggregated, anonymized data may be retained indefinitely

**Data We May Retain Longer:**

- Transaction records: Up to 7 years (for tax and accounting purposes)
- Legal compliance data: As required by law
- Security logs: Up to 1 year
- Aggregate, de-identified data: Indefinitely

**8.2 How to Request Data Deletion**

To delete your account and personal data:

1. Log into your account
2. Go to Account Settings
3. Select "Delete My Account"
4. Confirm deletion

Or email us at [privacy@lumist.ai](mailto:privacy@lumist.ai) with your deletion request.

**Important:** Deletion is permanent and cannot be undone. You will lose access to:

- All study progress and performance data
- Practice test results
- Lumist Score history
- Any remaining subscription time

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## **9. YOUR PRIVACY RIGHTS AND CHOICES**

### **9.1 Access and Control Your Information**

You have the right to:

**Access Your Information:**

- View your account information in your profile settings
- Request a copy of the personal data we hold about you

- Request information about how we use your data

**Update Your Information:**

- Update your profile information in account settings
- Correct inaccurate information
- Update your communication preferences

**Delete Your Information:**

- Request deletion of your account and personal data
- Remove specific pieces of information (subject to legal retention requirements)

**Download Your Data:**

- Request a copy of your data in a portable format
- Export your study progress and performance data

**9.2 Communication Preferences****Email Communications:**

- Opt out of marketing emails by clicking "unsubscribe" in any marketing email
- Manage email preferences in your account settings
- Note: You cannot opt out of essential service emails (e.g., password resets, subscription confirmations)

**SMS Communications (if applicable):**

- Reply STOP to any text message to unsubscribe
- Manage SMS preferences in your account settings

**Push Notifications:**

- Disable push notifications in your device settings
- Manage notification preferences in the app settings

**9.3 Cookie and Tracking Choices**

See Section 5.3 for information about managing cookies and tracking technologies.

**9.4 How to Exercise Your Rights**

To exercise any of these rights:

**Email:** [privacy@lumist.ai](mailto:privacy@lumist.ai)

**Subject line:** Privacy Rights Request

**Include:**

- Your full name

- Email address associated with your account
- Specific right you wish to exercise
- Any additional details to help us process your request

We will respond to your request within 30 days (or as required by applicable law). We may need to verify your identity before processing your request.

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## **10. CHILDREN'S PRIVACY**

### **10.1 Age Requirements and Parental Consent**

**Minimum Age:** Our Service is intended for users who are at least 13 years old.

#### **Users Under 13:**

- We do not knowingly collect personal information from children under 13 without verifiable parental consent, except:
  - Individual accounts: Children under 13 may not create individual accounts. Parents or guardians must create and manage accounts for users under 13.
  - School partnerships: Users under 13 may access the Service strictly ONLY if enrolled through a School Partner that has obtained necessary parental consent as required by COPPA and other applicable laws. In such cases, the school acts in the place of the parent for consent purposes, and students access the Service under the school's supervision and direction.

#### **Users Aged 13-17:**

- May create an account with parental consent
- Parent or guardian must review and agree to this Privacy Policy
- Parent or guardian maintains rights to access and control the child's information

### **10.2 COPPA Compliance**

We comply with the Children's Online Privacy Protection Act (COPPA). For users under 13:

**Parental Notice:** Parents will be notified about:

- The types of personal information we collect
- How we use the information
- Our disclosure practices
- Parental rights

**Parental Consent:** We obtain verifiable parental consent before:

- Collecting personal information from children under 13

- Disclosing such information to third parties

**Parental Rights:** Parents may:

- Review their child's personal information
- Request deletion of their child's information
- Refuse to allow further collection of their child's information
- Contact us with questions about our children's privacy practices

### **10.3 Educational Data and FERPA**

For students whose schools or educational institutions use Lumist.ai:

- We comply with the Family Educational Rights and Privacy Act (FERPA)
- Educational records are protected as required by federal and state law
- We act as a "school official" with legitimate educational interests when providing services to schools

### **B2B/School Account-Specific Restrictions:**

- We act as a "School Official" with a "legitimate educational interest" as defined under FERPA 34 CFR § 99.31(a)(1)
- Student PII from B2B accounts is NEVER used for behavioral targeting, third-party advertising, or marketing non-educational products
- All Student Data remains the property of the educational institution
- We will notify institutions of data breaches within 72 hours (or as required by applicable state law)
- Upon contract termination, Student Data will be securely deleted or returned within 30 days

### **10.4 How Parents Can Exercise Rights**

Parents or guardians may contact us at:

**Email:** [parents@lumist.ai](mailto:parents@lumist.ai)

**Subject:** Children's Privacy Request

Please include:

- Your child's name and account email
- Your relationship to the child
- The specific action you wish to take
- Verification of your parental relationship (we may request documentation)

### **10.5 If We Learn We Have Collected Children's Data Improperly**

If we discover that we have collected personal information from a child under 13 without proper parental consent, we will delete that information as quickly as possible. If you believe we have collected information from a child improperly, please contact us immediately at [privacy@lumist.ai](mailto:privacy@lumist.ai).

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## **11. INTERNATIONAL DATA TRANSFERS**

### **11.1 Where We Process Data**

Lumist.ai is based in the United States. Your information may be transferred to, stored, and processed in:

- **United States** - Our primary servers and operations
- **Other countries** - Where our service providers operate

When we transfer data internationally, we ensure appropriate safeguards are in place as required by applicable law.

### **11.2 For Users in the European Economic Area (EEA) and UK**

If you are located in the EEA or UK, your personal information will be transferred to the United States, which may not provide the same level of data protection as your home country.

#### **Transfer Mechanisms:**

We rely on the following mechanisms for international transfers:

#### **Standard Contractual Clauses (SCCs):**

- We use European Commission-approved Standard Contractual Clauses with our service providers
- These provide contractual guarantees for your data protection
- Available upon request at [privacy@lumist.ai](mailto:privacy@lumist.ai)

#### **Adequacy Decisions:**

- We may transfer data to countries deemed adequate by the European Commission

### **11.3 Your Rights Regarding International Transfers**

If you are in the EEA or UK, you have the right to:

- Obtain information about the safeguards we use for international transfers
  - Object to international transfers in certain circumstances
  - Request a copy of the SCCs we use
- 

## **12. STATE-SPECIFIC PRIVACY RIGHTS**

### **12.1 California Residents (CCPA/CPRA)**

If you are a California resident, you have specific rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA).

### **Personal Information We Collect:**

The following table describes the categories of personal information we collect, as defined by California law:

<b>Category</b>	<b>Examples</b>	<b>Collected?</b>
Identifiers	Name, email address, IP address, account username	Yes
Personal information (Cal. Civ. Code § 1798.80(e))	Name, address, telephone number, education, employment information	Yes
Protected classification characteristics	Age, gender (if provided voluntarily)	Limited
Commercial information	Subscription purchases, payment history	Yes
Internet or network activity	Browsing history, search history, interaction with our website	Yes
Geolocation data	General location derived from IP address	Yes
Sensory data	Audio, video, or similar recordings	No
Professional or employment information	Job title, employer (if provided voluntarily)	No
Education information	Test scores, grades, performance data, study history	Yes
Inferences	Learning style, predicted performance, preferences	Yes

### **Sources of Personal Information:**

- Directly from you (account creation, surveys, support)
- Automatically through your use of our Service (cookies, usage data)
- From third parties (payment processors, analytics providers)

### **Business Purposes for Collecting Information:**

- Providing and maintaining our Service
- Personalizing your experience
- Communicating with you
- Improving our Service
- Security and fraud prevention
- Compliance with legal obligations
- Research and analytics

**We Do Not Sell Your Personal Information:** Lumist.ai does not sell personal information as defined by California law. We do not share your personal information with third parties for monetary or other valuable consideration.

### **Your California Privacy Rights:**

1. **Right to Know:** You can request information about:
  - Categories of personal information we collect
  - Sources of personal information
  - Business purposes for collection
  - Categories of third parties with whom we share information
  - Specific pieces of personal information we hold about you
2. **Right to Delete:** You can request deletion of your personal information, subject to certain exceptions
3. **Right to Correct:** You can request correction of inaccurate personal information
4. **Right to Opt-Out of Sale/Sharing:** While we don't sell personal information, you have the right to opt out if our practices change
5. **Right to Limit Use of Sensitive Personal Information:** You can limit our use of sensitive personal information (though we only use it to provide services you've requested)
6. **Right to Non-Discrimination:** We will not discriminate against you for exercising your privacy rights

### **How to Exercise Your Rights:**

Email: [privacy@lumist.ai](mailto:privacy@lumist.ai)

Subject: California Privacy Rights Request

Include: Your name, email, specific right you wish to exercise

We will respond within 45 days and may request verification of your identity.

**Authorized Agents:** You may designate an authorized agent to make requests on your behalf. The agent must provide proof of authorization.

**California "Shine the Light" Law:** California residents may request information about disclosures of personal information to third parties for direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes.

### **12.2 Virginia, Colorado, Connecticut, Utah, and Other State Residents**

If you are a resident of Virginia, Colorado, Connecticut, Utah, or other states with comprehensive privacy laws, you may have similar rights including:

- Right to access your personal information
- Right to correct inaccuracies

- Right to delete your personal information
- Right to data portability
- Right to opt out of targeted advertising (we don't engage in targeted advertising)
- Right to opt out of sales (we don't sell personal information)

To exercise these rights, contact us using the information in Section 12.1.

### **12.3 Nevada Residents**

Nevada residents have the right to opt out of the sale of certain personal information. We do not sell personal information as defined by Nevada law. If our practices change, we will provide appropriate opt-out mechanisms.

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## **13. CHANGES TO THIS PRIVACY POLICY**

### **13.1 How We Update This Policy**

We may update this Privacy Policy from time to time to reflect:

- Changes in our practices
- Changes in applicable laws
- New features or services
- Feedback from users

### **13.2 Notice of Changes**

When we make changes:

- We will update the "Last Updated" date at the top of this policy
- For material changes, we will notify you by:
  - Email to the address on file
  - Prominent notice on our website
  - In-app notification

### **13.3 Your Acceptance of Changes**

Your continued use of the Service after we post changes constitutes your acceptance of the updated Privacy Policy. If you do not agree to the changes, you should discontinue use of the Service and contact us to delete your account.

### **13.4 Review This Policy Regularly**

We encourage you to review this Privacy Policy periodically to stay informed about how we protect your information.

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## 14. CONTACT US

### 14.1 Privacy Questions and Concerns

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

**Email:** [privacy@lumist.ai](mailto:privacy@lumist.ai)

**Support:** [support@lumist.ai](mailto:support@lumist.ai)

**Legal:** [legal@lumist.ai](mailto:legal@lumist.ai)

**Mailing Address:**

Lumist.ai Privacy Team

[Company Address - To be added]

[City, State ZIP]

### 14.2 Response Time

We will respond to your inquiry within 30 days (or as required by applicable law). For complex requests, we may extend this period and will notify you of any extension.

### 14.3 Data Protection Officer

For users in the European Economic Area:

While we are not currently required to appoint a Data Protection Officer, you may contact our privacy team at the email address above with any questions about your data protection rights.

### 14.4 Complaints to Regulatory Authorities

If you are in the European Economic Area or UK and believe we have violated your privacy rights, you have the right to lodge a complaint with your local data protection authority.

In the United States, you may file a complaint with:

- Federal Trade Commission: <https://www.ftccomplaintassistant.gov/>
- Your state Attorney General's office

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## 15. B2B/SCHOOL PARTNERSHIP DATA PROTECTIONS

This section provides a consolidated summary of data protection measures specifically for educational institutions, schools, and B2B partners. These provisions supersede any conflicting terms for B2B/School accounts.

### 15.1 FERPA Compliance

For B2B/School accounts, Lumist.ai operates as a "School Official" with a "legitimate educational interest" as defined under FERPA 34 CFR § 99.31(a)(1). This means:

- We process Student Data solely to provide educational services contracted by the institution

- We maintain appropriate security safeguards for Education Records
- We do not re-disclose Education Records without institutional authorization
- We comply with institutional directions regarding Student Data management

### **15.2 Data Ownership and Control**

Notwithstanding any terms in our general Terms of Service:

- ALL Student Data remains the exclusive property of the educational institution
- No perpetual or irrevocable licenses apply to B2B/School account Student Data
- Institutions retain full ownership and control of all Education Records
- Upon contract termination, Student Data will be securely deleted or returned within 30 days as directed by the institution

### **15.3 Prohibited Uses of B2B Student Data**

For B2B/School accounts, we strictly prohibit:

- Using student PII for behavioral targeting or profiling for non-educational purposes
- Selling or sharing Student Data with third parties for their marketing purposes
- Using Student Data to advertise or market non-educational products and services
- Building profiles of students for purposes unrelated to providing the educational service

### **15.4 Breach Notification for B2B Accounts**

In the event of a data breach affecting B2B/School account Student Data:

- We will notify the educational institution within 72 hours of discovering the breach
- Notification may be provided in a shorter timeframe as required by state law or our Data Processing Addendum
- We will provide all information necessary for the institution to fulfill its own notification obligations

### **15.5 Age Requirements for School Partnerships**

Users under 13 may access Lumist.ai strictly ONLY through School Partnerships where:

- The school has obtained necessary parental consent as required by COPPA
- The school acts in loco parentis for consent purposes
- Students access the Service under the school's supervision and direction
- The school ensures compliance with all applicable children's privacy laws

### **15.6 Data Processing Addendum**

All B2B/School partnerships are governed by a separate Data Processing Addendum (DPA) that includes:

- Detailed data processing terms compliant with FERPA, COPPA, and state student privacy laws
- Specific security requirements and breach notification procedures
- Data retention and deletion obligations
- Institutional audit rights and oversight provisions
- Liability and indemnification terms

To request a copy of our Data Processing Addendum, contact: [business@lumist.ai](mailto:business@lumist.ai)

## **ADDITIONAL INFORMATION**

### **Accessibility**

If you have difficulty accessing this Privacy Policy due to a disability, please contact us at [accessibility@lumist.ai](mailto:accessibility@lumist.ai) for assistance.

### **Third-Party Websites**

Our Service may contain links to third-party websites and services. This Privacy Policy does not apply to those third parties. We encourage you to read the privacy policies of every website you visit.

### **Changes to Our Business**

If Lumist.ai is involved in a merger, acquisition, or sale of assets:

- You will be notified via email and/or prominent notice on our Service
- Your personal information may be transferred as part of that transaction
- The new entity will be bound by this Privacy Policy unless you consent to a new policy

### **Biometric Information**

We do not currently collect biometric information (such as fingerprints or facial recognition data). If our practices change, we will update this Privacy Policy and obtain any required consents.

### **Do Not Track Signals**

Some browsers have a "Do Not Track" feature. We do not currently respond to Do Not Track signals. If our practices change, we will update this Privacy Policy.

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## **YOUR TRUST MATTERS TO US**

At Lumist.ai, we are committed to:

- **Transparency:** Being clear about what data we collect and why
- **Security:** Protecting your information with industry-standard safeguards

- **Control:** Giving you choices about your data
- **Education:** Helping you understand your privacy rights
- **Responsibility:** Using your data ethically and in accordance with applicable laws

We believe that trust is the foundation of our relationship with you. We work hard to earn and maintain that trust every day.

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**Thank you for trusting Lumist.ai with your educational journey.**

**Questions?** Contact us at [privacy@lumist.ai](mailto:privacy@lumist.ai)

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## **APPENDIX A: DEFINITIONS**

**Personal Information:** Information that identifies, relates to, describes, or could reasonably be linked with you or your household.

**Student Educational Records:** Records directly related to a student and maintained by an educational agency or institution, or by a party acting for the agency or institution, as defined by FERPA.

**Aggregate Data:** Information that has been combined with information about other users and from which individual identifying information has been removed.

**De-identified Data:** Information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked to you.

**Cookies:** Small text files placed on your device to store information.

**Service Providers:** Third parties who perform services on our behalf.

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## **APPENDIX B: DATA PROCESSING ADDENDUM (For B2B Customers)**

### **IMPORTANT NOTICE FOR EDUCATIONAL INSTITUTIONS:**

Educational institutions and partners who purchase Lumist.ai subscriptions for their students should refer to the separate Data Processing Addendum (DPA), which governs the processing of student data on behalf of the institution.

### **Data Ownership for B2B/School Accounts:**

Notwithstanding any terms in our general Terms of Service regarding user content licensing, ALL STUDENT DATA created through B2B/School accounts remains the exclusive property of the educational institution. Our Data Processing Addendum specifically provides that:

- The School District/Institution retains full ownership and control of all Education Records and Student Data
- Lumist.ai acts solely as a service provider processing data on behalf of the institution
- Upon termination of the service agreement, all Student Data will be securely deleted or returned to the institution as directed, within 30 days
- No perpetual or irrevocable licenses apply to B2B/School account data
- Student data may only be used to provide the contracted educational services

For a copy of our complete Data Processing Addendum with detailed FERPA compliance terms, contact [business@lumist.ai](mailto:business@lumist.ai).

For a copy of our DPA, contact [business@lumist.ai](mailto:business@lumist.ai).

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**End of Privacy Policy**