

KIPTON PRIVACY POLICY

EREBUS LLC

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Privacy Contact	diamondjdev@gmail.com

SUMMARY OF MATERIAL PRACTICES

The following summary is provided for the convenience of the reader. It does not modify, qualify, or supersede the substantive provisions set forth below, which govern in all respects.

(a) Users retain ownership of their essays and other submitted materials. The Company does not sell personal information, does not disclose personal information to educational institutions, and does not use personal information to train artificial intelligence models. The Company's artificial intelligence provider does not train its models upon information submitted through its application programming interface.

(b) The Company collects a deliberately narrow set of information. It employs no advertising technology, collects no geolocation data, no telephone number, no residential address, no uploaded documents, and no browsing history.

(c) Essay text and chat messages are transmitted to OpenAI in order that the artificial intelligence functions may operate.

(d) The most sensitive category of profile information is encrypted at rest and is transmitted to the artificial intelligence provider only where the User has affirmatively enabled a setting that is disabled by default.

(e) Users may access, correct, export, and delete their information at any time, and deletion of an Account effects genuine deletion of the underlying records.

1. SCOPE AND APPLICATION OF THIS POLICY

1.1 Controller. The Kipton service (the "**Service**") is operated by Erebus LLC, an Arkansas limited liability company (the "**Company**", "**we**", "**us**", "**our**").

1.2 Purpose. This Privacy Policy (this "**Policy**") describes the categories of personal information collected from and about Users of the Service, the purposes for which such information is processed, the categories of third parties to whom such information is disclosed, the periods for which such information is retained, and the rights and choices available to Users in respect thereof.

1.3 Incorporation. This Policy forms an integral part of, and is incorporated by reference into, the Kipton Terms of Service. Capitalized terms used but not defined herein have the meanings given in the Terms of Service.

1.4 Territorial Scope. The Service is offered solely within the United States of America. The Company does not target, market to, or knowingly serve persons located outside the United States.

1.5 Inquiries. Questions, requests, and complaints concerning this Policy shall be directed to diamondjdev@gmail.com.

2. CATEGORIES OF INFORMATION COLLECTED

2.1 Account Information

INFORMATION COLLECTED	PURPOSE OF COLLECTION
Electronic mail address	Authentication of the User and transmission of Account-related communications
Name, as furnished by the User	Address of the User and composition of the brag sheet
Password	Retained solely in the form of a cryptographic hash; the Company is unable to read or recover the plaintext value
Year of birth	Verification of eligibility under Section 3 of the Terms of Service. The full date of birth is solicited once, upon the registration interface, in order that the age determination may be made precisely; the determination is computed and the date discarded in the same operation. Only the year is retained. The Company does not store the day or the month

INFORMATION COLLECTED	PURPOSE OF COLLECTION
Record of acceptance of this Policy and of the Terms of Service, together with the date, time, and version accepted	Maintenance of an evidentiary record that the User was presented with and assented to such documents

2.2 Student Profile Information

Provision of the following information is optional and at the election of the User:

(a) Academic record — anticipated graduation year, grade point average and the scale thereof, counts of advanced, honors, and International Baccalaureate coursework, and narrative notes concerning curricular rigor;

(b) Standardized examination results — SAT total and section scores, ACT composite score, and Advanced Placement examinations and scores;

(c) Record of accomplishment — intended fields of study, honors, awards, and activities, including role, years of participation, hours per week, weeks per year, and description; and

(d) Institutional preferences — geographic regions, institutional size, and campus setting.

2.3 Background Information

Separately and entirely at the User's election, a User may furnish information concerning first-generation college status, financial aid need, an annual cost ceiling, contextual circumstances weighed by admissions offices (including rural residence or military family status), and free-text narrative concerning the User's financial circumstances, employment and family responsibilities, and personal history.

TREATMENT OF BACKGROUND INFORMATION (i) The free-text fields within this category — financial notes, employment and family responsibilities, and personal narrative — are encrypted prior to storage. (ii) No information within this category is transmitted to the artificial intelligence provider unless the User has affirmatively enabled the setting designated "Use my background when giving me feedback." Such setting is disabled by default. The Company shall not enable such setting on a User's behalf under any circumstance. The User may disable such setting at any time. (iii) No User is required to respond to any field within this category. The response "Prefer not to say" constitutes a substantive stored answer and is processed distinctly from a negative response.

2.4 User-Generated Content

(a) Essays — title, full text, the prompt to which the essay responds, and any applicable word or character limit;

(b) Conversations with the artificial intelligence assistant — the full content of User messages and model responses;

(c) Retained artificial intelligence output — Evaluate scores together with identified strengths and areas for improvement; Metrics scores, including the engagement score assigned to each sentence and the text of such sentence; and the generated brag sheet;

(d) College list — institutions, application plan, deadlines, requirements, and User notes; and

(e) Application board — tasks, due dates, notes, and completion status.

2.5 Usage and Technical Information

(a) Artificial intelligence usage records. For each request: the function invoked, the model employed, token counts, and an estimated cost. Such records constitute the mechanism by which Plan limits are enforced and by which the Company manages its own costs.

(b) Server logs. Request method, request address, response code, request duration, and Account identifier. **The Company's application does not write Internet Protocol addresses to its activity logs or to its database.**

(c) Safety-check records. Where the automated safety check described in Section 6A raises a flag, the Company records the function from which the flag originated, the classification of the flag, its severity, and the category scores returned by the check. The Company does not store the User's essay or message alongside such record. The sole exception is a flag raised by reason of a message appearing to indicate that the writer is under thirteen (13) years of age, in which case the Company retains a short extract of the matching text, such extract constituting the only record of the basis upon which the Company acted and being subject to the outer retention limit prescribed by Section 6A.3.

(d) Payment records. Payments are processed by Stripe, Inc., from which the Company receives confirmation of payment and Plan status. The Company does not receive or store complete payment card numbers.

2.6 Waitlist Submissions

The Company's marketing website hosts a waitlist form operating independently of the Service. Where a person submits such form, the electronic mail address entered is transmitted to the

Company through its email delivery provider for the purpose of notifying such person when access becomes available. No other information is collected, no Account is created, and the address is not added to the Service or to any advertising list. Any person may request deletion of such address by writing to diamondjdev@gmail.com.

2.7 Categories of Information Not Collected

The enumeration of information the Company does **not** collect is material to an understanding of its practices. The Service does not collect: date of birth (day or month); telephone number; residential address; geolocation of any precision; any government-issued identifier; uploaded transcripts, documents, or photographs; social media handles or other public web presence; voice recordings; contact lists; advertising or cross-site tracking identifiers; biometric information; or race, ethnicity, religion, health status, or sexual orientation as structured fields.

A User's Internet Protocol address is processed transiently and in volatile memory by the Company's application solely for the purpose of rate limiting, and is thereupon discarded. The Company's application does not write such address to persistent storage at any point. The Company does not control, and this Policy does not purport to describe, the logging practices of the infrastructure providers through whose networks a request transits; Section 5 identifies such providers and describes what each receives.

NOTICE CONCERNING FREE-TEXT FIELDS Essays and chat messages constitute unstructured free text. Where a User elects to write concerning health, religion, immigration status, or any other sensitive subject, such content becomes part of the information stored by the Company and part of the information transmitted to the artificial intelligence provider. The Company does not solicit such information; it observes, however, that essays concerning personal hardship frequently contain it. This notice is furnished in order that Users may understand the disposition of what they write.

3. PURPOSES OF PROCESSING

The Company processes personal information for the following purposes and no others:

- (a) to provide the functions of the Service invoked by the User;
- (b) to establish, authenticate, and secure Accounts;
- (c) to enforce Plan entitlements and limits and to manage the Company's artificial intelligence costs;
- (d) to process payments and furnish receipts;

(e) to diagnose faults and to maintain the availability, integrity, and security of the Service;

(f) to communicate with Users concerning their Accounts, including the advance notices preceding any scheduled deletion; and

(g) to comply with legal obligations, to establish, exercise, or defend legal claims, and to enforce the Terms of Service.

The Company does not process personal information for advertising purposes, does not sell personal information, and does not share personal information with data brokers. No advertising technology of any kind is deployed within the Service.

4. DISCLOSURE OF PERSONAL INFORMATION

4.1 Service Providers. The Company discloses personal information solely to the service providers enumerated in Section 5, each of which processes such information on the Company's behalf, pursuant to the terms of service, data processing terms, or other agreement governing the Company's use of such provider, and solely for the purpose of furnishing its service to the Company.

4.2 Other Disclosures. The Company may additionally disclose personal information (a) where required by applicable law, legal process, or governmental request; (b) where reasonably necessary to protect the safety of any person; or (c) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the Company's assets, in which event the Company shall notify affected Users in advance of any transfer of their information.

4.3 No Disclosure to Institutions. The Company does not disclose personal information to any college, university, scholarship program, or other educational institution.

4.4 Categories of Information Disclosed, by Category of Recipient.

CATEGORY OF INFORMATION	CATEGORIES OF THIRD PARTIES RECEIVING IT
Essays, chat messages, profile summaries and, where consented, background narrative	Artificial intelligence providers, including the automated safety check described in Section 6A
All stored Account and profile information	Cloud database and application hosting providers
Account identifier, electronic mail address, and session tokens (transiently cached)	Caching and infrastructure providers

CATEGORY OF INFORMATION	CATEGORIES OF THIRD PARTIES RECEIVING IT
Technical error reports, page addresses, and masked session recordings	Error monitoring providers
Page views, referring page, approximate region, device type, and browser type	Website hosting and analytics providers
Name, electronic mail address, billing details, and payment card data	Payment processors
Electronic mail address and message content	Email delivery providers

5. SERVICE PROVIDERS

PROVIDER	SERVICE FURNISHED	INFORMATION ACCESSIBLE
OpenAI	Artificial intelligence functions and the automated safety check	Essay text, chat messages, profile summary, and consented background information. No User name is transmitted by any function. See Sections 6 and 6A
Neon	Database hosting	All information stored by the Company
Render	Application hosting	All information transiting the Service. Render does not retain request logs containing Internet Protocol addresses on the Company's behalf
Vercel	Website hosting, web analytics, and performance measurement	Page views, referring page, approximate region, device and browser type, and page performance measurements. This analytics service employs no cookies and constructs no cross-site profiles

PROVIDER	SERVICE FURNISHED	INFORMATION ACCESSIBLE
Upstash	Caching	A short-lived copy of the Account record, including the electronic mail address, for a period of up to five (5) minutes; the Account role for up to fifteen (15) minutes; and the session token for up to seven (7) days
Sentry	Error monitoring and session replay	Error reports, technical traces, request metadata, and page addresses. The transmission of user details and request bodies is disabled. Session replay operates upon a sample of sessions and upon sessions in which an error occurs, with all text, all form inputs, and all media masked, such that essay text is not legible within a replay
Stripe	Payment processing	Name, electronic mail address, billing details, and payment card data, each held by Stripe and not by the Company
Resend	Email delivery	Electronic mail address and the content of messages transmitted by the Company — Account notices, password resets, receipts, and the advance warnings preceding any scheduled deletion. No essay, chat, or profile content is included in any message. Resend additionally transmits waitlist submissions from the

PROVIDER	SERVICE FURNISHED	INFORMATION ACCESSIBLE
		marketing website to the Company
Google Fonts	Delivery of typefaces employed by the Company's pages	Internet Protocol address and browser type upon each page load. This constitutes a request made directly by the User's browser to Google

6. OPERATION OF THE ARTIFICIAL INTELLIGENCE FUNCTIONS

6.1 Provider. The artificial intelligence functions of the Service operate upon OpenAI's application programming interface, accessed under an account owned by the Company. No User furnishes an application programming interface key of their own.

6.2 Information Transmitted, by Function.

FUNCTION	INFORMATION TRANSMITTED TO THE PROVIDER
Essay chat	Essay text; the prompt to which the essay responds; any applicable word or character limit; the name of the institution where the essay is associated with exactly one institution; a summary of the User's profile; and up to the twenty (20) most recent messages in the conversation
Evaluate	The foregoing context, together with the essay text
Metrics	The foregoing context, the essay text, and the essay divided into numbered sentences
Brag sheet	Graduation year, intended fields of study, course counts, Advanced Placement examinations, curricular rigor notes, honors, awards, and activities — and the employment and family note only where the User has

FUNCTION	INFORMATION TRANSMITTED TO THE PROVIDER
	consented. The User's name is not transmitted. The sheet is composed in the third person, the instructor receiving it being already apprised of its subject

6.3 Information Never Transmitted. The following are not transmitted to the artificial intelligence provider by any function: the User's electronic mail address; the User's Account identifier or any other identifier capable of correlating the User's requests to one another upon the provider's systems; the User's name; and the User's background information, except where the consent setting described in Section 2.3 has been affirmatively enabled.

6.4 Profile Summary Constraints. The profile summary constructed by the Company is limited to two thousand (2,000) characters and omits the least material sections first.

6.5 Provider Practices. The Company's account with OpenAI is a standard business account upon which data sharing for model improvement is disabled. OpenAI does not use data submitted through its application programming interface to train its models. Application programming interface inputs and outputs may be retained by OpenAI for a period of up to thirty (30) days for abuse monitoring, and for such longer period as is required by law or reasonably necessary to protect its services.

6.6 No Training by the Company. The Company does not train any artificial intelligence model upon User information, and shall not commence doing so with respect to information collected under this Policy.

6.7 Further Description. The AI Disclosure describes the capabilities and limitations of these functions.

6A. THE AUTOMATED SAFETY CHECK

6A.1 Operation. Concurrently with the four functions described in Section 6, an automated safety check evaluates the message or essay submitted by the User at the same moment the assistant does. Such check operates upon OpenAI's moderation service, under the same account and upon the same terms as described in Section 6. No additional information is transmitted, and no information so transmitted is used to train any model.

6A.2 Purpose. The overwhelming majority of Users are minors, and application essays frequently concern serious personal hardship. The check is directed to two matters: indications that a User may be in crisis, in order that crisis resources may be presented; and indications

that the writer may be under thirteen (13) years of age, being younger than the Service is permitted to serve.

SCOPE AND LIMITATIONS OF THE SAFETY CHECK (a) It does not block or withhold.

The safety check never blocks a User and never causes the assistant to decline to respond. No User content is withheld, deleted, or adversely evaluated by reason of the check. The check determines only what is added — a card displaying crisis resources — and what is recorded. (b) What is recorded. As described in Section 2.5(c): the

function from which the flag originated, the classification of the flag, its severity, and the category scores returned. Neither the essay nor the message is recorded. The sole exception is a flag raised by reason of a message appearing to indicate that the writer is under thirteen (13) years of age, in which case a short extract of the matching text is retained, such extract constituting the only record of the basis upon which the

Company acted and such action potentially extending to closure of an Account. (c)

Human review is required. Such checks are fallible. An essay concerning a difficult period may present as a present-tense crisis, and a statement such as "I was 11 when my grandmother died" constitutes a hardship narrative rather than an age disclosure. No Account is suspended or deleted automatically upon the output of the safety check.

Where the Company believes an Account to be held by a person under thirteen (13) years of age, it shall notify that Account before taking any action. The Company does not contact a User's school, a User's parents, or emergency services on a User's behalf.

6A.3 Retention. Safety-check records are deleted upon deletion of the associated Account, as with all other records. An extract retained pursuant to Section 2.5(c) shall be deleted upon the conclusion of the Company's review and, in any event, no later than ninety (90) days following its creation, irrespective of whether the associated Account remains open.

7. COOKIES AND SIMILAR TECHNOLOGIES

7.1 Cookies Employed. The Service employs four (4) cookies. Three are strictly necessary for authentication. The fourth exists solely to effect the age determination upon the registration interface.

7.2 Absence of Advertising and Analytics Cookies. The Company sets no advertising cookies, no analytics cookies, and no cross-site tracking technologies of any kind.

7.3 Session Storage. The registration interface additionally writes a single marker to the browser's session storage, for the same purpose as the age_gate cookie and containing equally little. Such marker is discarded upon closure of the browser tab. No other component of the Service employs browser storage.

7.4 Do Not Track. The Company does not respond to "Do Not Track" browser signals, for the reason that it does not engage in the cross-site tracking such signals are designed to prevent.

8. RIGHTS OF USERS AND THE EXERCISE THEREOF

8.1 Rights Afforded. The Company affords the following rights to every User, irrespective of the User's state of residence within the United States:

(a) Deletion. A User may delete individual essays, conversations, institutions, and tasks from within the Service, or may delete the Account in its entirety through the Account settings interface. Deletion of particular information shall not close the Account where the Company is able to continue providing the Service without such information. A User may alternatively submit a written request, and the Company shall effect deletion on the User's behalf.

(b) Correction. A User may edit profile information, essays, college list, and name at any time within the Service. Where a User believes information held by the Company to be inaccurate and is unable to correct it directly, the User may submit a written request, and the Company shall effect correction upon the User establishing the inaccuracy.

(c) Access and Portability. A User may export profile information, essays, brag sheet, and college list through the Account settings interface, or may request that the Company furnish a copy.

(d) Control of Disclosure to the Artificial Intelligence Provider. A User may enable or disable the background consent setting at any time within the profile interface.

(e) Prevention of End-of-Season Deletion. A setting within the Account permits a User to prevent the deletion described in Section 9.2, and both advance notices link directly to such setting. A User may alternatively submit a written request at any time.

(f) Cancellation of a Paid Plan. A Purchaser may cancel a paid Plan through the Account settings interface at any time, without contacting the Company.

8.2 Procedure. Requests shall be submitted in writing to diamondjdev@gmail.com from the electronic mail address associated with the Account. The Company shall respond within forty-five (45) days of receipt, which period the Company may extend by a further forty-five (45) days where reasonably necessary, having regard to the complexity and number of the User's requests, upon notice to the User within the initial forty-five (45) day period.

8.3 Non-Retaliation. The Company shall not deny service to, charge a different rate to, provide a different level or quality of service to, or otherwise discriminate against any User by reason of such User's exercise of any right described in this Section 8.

NOTICE CONCERNING STATE PRIVACY STATUTES A number of states confer formal rights over personal information upon their residents. The majority of such statutes apply only to entities exceeding specified thresholds of revenue or processing volume, and Erebus LLC presently falls below such thresholds. Rather than assert a compliance status it does not hold, the Company extends the rights enumerated in Section 8.1 to every User as a matter of policy. Should the Company become subject to such statutes, it shall amend this Policy accordingly and shall so state.

9. RETENTION OF INFORMATION

9.1 General Principle. While an Account remains open, the Company retains the information associated therewith for such period as is necessary to provide the Service, and for no longer than is reasonably necessary for the purposes enumerated in Section 3.

9.2 End-of-Season Deletion. Where a Student's profile indicates graduation within the then-current Application Season, the Company shall delete the Account and all information associated therewith at or following the conclusion of such Application Season — ordinarily within sixty (60) days following March 31, and in practice on or about April 15, affording the Student approximately two (2) weeks following the conclusion of the access period. Such deletion extends to the Account itself and not merely to its contents. The Company shall transmit notice thirty (30) days and again seven (7) days in advance, in order that the Student may export their work product or elect to retain the Account. **The Company shall not delete an Account to which both such notices were not transmitted.**

9.3 Absence of a Recorded Graduation Year. Where a Student's profile records no graduation year, the Company is unable to determine whether such Student is graduating and shall not delete the information upon the schedule described in Section 9.2. Such information shall be retained until deleted at the Student's election or until the operation of Section 9.4. The Company may request that a Student complete the graduation year field in order that Section 9.2 may operate as intended.

9.4 Inactive Accounts. Where an Account has not been authenticated for a period of eighteen (18) months, the Company shall transmit notice and shall delete the Account thirty (30) days thereafter if it remains unused. **Authentication at any point within such thirty (30) day period cancels the scheduled deletion in its entirety.** This Section 9.4 applies to every Account, whether or not a graduation year is recorded, and, as in Section 9.2, the Company shall not delete an Account to which such notice was not transmitted.

9.5 Effect of Account Deletion. Upon deletion of an Account, the Company deletes from its database, immediately, the associated profile, essays, chat history, artificial intelligence outputs, brag sheet, college list, tasks, and usage records, and clears the cached session. Such deletion

constitutes genuine erasure of the underlying records and not the application of a marker to a retained record.

9.6 Retention Exceptions. Notwithstanding the foregoing, the Company may retain information for such longer period as is required by applicable law or as is reasonably necessary to (a) maintain a record of a deletion request, (b) investigate or respond to a security incident or suspected fraud, (c) preserve the integrity of the Service, or (d) establish, exercise, or defend a legal claim. The Company retains records of a Purchaser's assent to its billing terms for such period as applicable law requires.

9.7 Artificial Intelligence Usage Records. Where a User deletes a category of information — essays, conversations, college list, or profile sections — the Company retains the artificial intelligence usage record described in Section 2.5(a). Such record comprises function names, model names, and token counts, and contains no essay text and no chat text. It is retained for the reason that it constitutes the mechanism by which monthly allowances are computed, and its deletion would operate merely to reset such allowances. It is deleted upon deletion of the Account, as with all other records.

NOTICE CONCERNING DATABASE POINT-IN-TIME RECOVERY The Company's database provider maintains a short rolling recovery history in order that a database may be restored following an operational incident. Under the Company's current service plan, such window is measured in hours as of the Effective Date. Deleted information may persist within such recovery history until it ages out of the window, after which it is irrecoverable. The Company states this expressly rather than by implication.

10. INFORMATION SECURITY

10.1 Measures. The measures enumerated below are current as of the Effective Date. The Company reviews such measures periodically and updates them as the Service evolves.

(a) Passwords are stored as cryptographic hashes and are neither stored nor transmitted in a readable form.

(b) Sensitive profile fields and session tokens are encrypted prior to storage.

(c) All traffic transits encrypted connections, including the connection between the application and the database.

(d) Authentication employs short-lived tokens carried in cookies inaccessible to client-side scripts, with cross-site request forgery protection applied to every state-changing operation.

(e) Every database query is scoped to the requesting User's own Account, and ownership is verified prior to the execution of any artificial intelligence request.

(f) User information is deliberately excluded from the Company's error monitoring: the transmission of user details and request bodies is disabled, and session replay masks all text and all form inputs.

(g) Authentication, Account creation, and session refresh operations are rate-limited.

10.2 No Warranty of Absolute Security. NO SYSTEM OF INFORMATION SECURITY IS IMPENETRABLE, AND THE COMPANY DOES NOT REPRESENT OR WARRANT THAT ITS MEASURES WILL PREVENT ALL UNAUTHORIZED ACCESS. THE SERVICE IS OPERATED BY A SMALL TEAM. THE MEASURES DESCRIBED IN SECTION 10.1 ARE STATEMENTS OF THE COMPANY'S PRACTICES AS OF THE EFFECTIVE DATE AND ARE SUBJECT TO MODIFICATION IN ACCORDANCE WITH SECTION 13.

11. SECURITY INCIDENT NOTIFICATION

11.1 Undertaking. Where the Company confirms that an unauthorized person has accessed or acquired personal information of a User, and there exists a material risk of harm to such User, the Company shall notify such User and the relevant authorities without undue delay following such confirmation.

11.2 Scope Beyond Statutory Definitions. The Company shall provide the notification described in Section 11.1 notwithstanding that the affected information may fall outside the definitions employed by applicable breach-notification statutes. Such statutes were drafted by reference to identifiers such as account numbers and payment card numbers, and the most sensitive material held by the Company — essays and personal narrative — frequently falls outside their scope. The Company does not consider that distinction determinative of whether a User should be informed.

12. STUDENTS UNDER EIGHTEEN YEARS OF AGE

The Service is designed for secondary school students, a substantial proportion of whom are minors. The Company observes the following practices in consequence.

12.1 Minimum Age of Thirteen. The Service is not directed to children under thirteen (13) years of age. The Company does not knowingly collect personal information from any such child and shall delete any Account it learns is held by such a child. Any person believing that a child under thirteen (13) holds an Account may notify the Company at diamondjdev@gmail.com, whereupon the Company shall remove it.

12.2 Parental Permission. Students who have attained thirteen (13) but not eighteen (18) years of age require the permission of a parent or legal guardian in order to use the Service and affirm that such permission has been obtained upon creating an Account.

12.3 Adult Purchasers. Only a person who has attained eighteen (18) years of age may purchase a Plan.

12.4 Parental Rights. A parent or legal guardian may write to diamondjdev@gmail.com, and the Company shall confirm the information it holds concerning their Student, correct such information, furnish a copy thereof, delete it, or close the Account. The Company shall verify that the Account belongs to the requesting person's Student prior to acting upon any such request.

12.5 No Advertising. The Company displays no advertising, engages in no targeted advertising, and neither sells nor shares the personal information of any person under eighteen (18) years of age.

12.6 State-Conferred Protections. Certain states confer specific rights upon children and adolescents online. Arkansas, being the Company's state of organization, confers such rights, including rights of notice, access, correction, and deletion. Those rights are described in Section 8 and are extended by the Company to every Student, irrespective of state of residence.

13. AMENDMENT OF THIS POLICY

13.1 Right to Amend. The Company shall amend this Policy as the Service evolves.

13.2 Notice of Material Amendments. Where an amendment is material — including the collection of a new category of information, the adoption of a new purpose of processing, or the engagement of a new entity to process personal information — the Company shall provide notice by electronic mail or by conspicuous posting within the Service prior to the effective date of such amendment.

13.3 Version Identification. The version identifier and effective date set forth in the header identify the operative version. The Company retains prior versions and shall furnish them upon request.

14. CONTACT

Erebus LLC

Privacy inquiries, requests, and complaints: diamondjdev@gmail.com

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