

# Data Privacy Agreement

Likemymind America Inc d/b/a Findmino



**Effective Date:** June 13, 2026

**School/District:** \_\_\_\_\_

This Data Privacy Agreement ("DPA") is entered into between **Likemymind America Inc d/b/a Findmino** ("Provider") and the school or district identified above ("School") to establish the terms under which Provider will collect, use, maintain, and protect student data.

## 1. Definitions

- **"Student Data"** means personally identifiable information (PII) from student education records, including but not limited to: name, email address, date of birth, school affiliation, academic interests, career assessment results, and usage data.
- **"De-Identified Data"** means data from which all personally identifiable information has been removed or obscured so that remaining information does not reasonably identify an individual.
- **"Authorized Users"** means students, teachers, counselors, and administrators authorized by the School to access the Service.

## 2. FERPA Compliance

Provider acknowledges that Student Data may include education records subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. Provider agrees to:

- Act as a "school official" with a "legitimate educational interest" under FERPA
- Use Student Data solely for the purposes specified in this Agreement and the Service Agreement
- Not re-disclose Student Data to third parties without prior written consent from the School, except as required by law
- Not use Student Data for any commercial purpose unrelated to the contracted services, including targeted advertising

### 3. COPPA Compliance

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Provider complies with the Children's Online Privacy Protection Act (COPPA). When the School creates student accounts through the Service:

- The School provides consent on behalf of parents for the collection of student data for educational purposes
- Provider collects only the minimum data necessary to provide the Service
- Provider does not condition participation on disclosure of more information than is reasonably necessary
- Students under 13 may only access the Service through school-managed accounts

### 4. Data Collection and Use

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#### 4.1 Data Collected

- Student name, email address, and class assignment (provided by School)
- Career interest assessment results (RIASEC personality matching)
- College and scholarship preferences
- Portfolio content created by students (goals, experiences, documents)
- Usage data and analytics (pages visited, features used)

#### 4.2 Permitted Uses

- Providing and improving the career guidance services
- Generating personalized career, college, and scholarship recommendations
- Producing aggregate, de-identified reports for the School
- Maintaining and improving the security and functionality of the Service

#### 4.3 Prohibited Uses

- Selling Student Data to any third party
- Using Student Data for targeted advertising
- Creating student profiles for purposes unrelated to the educational services
- Mining Student Data for commercial purposes beyond the contracted services

### 5. Data Security

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Provider implements and maintains reasonable administrative, technical, and physical safeguards to protect Student Data, including:

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- Access controls limiting data access to authorized personnel

- Regular security assessments and vulnerability scanning
- Secure cloud infrastructure (MongoDB Atlas with SOC 2 Type II compliance)
- Multi-factor authentication for administrative access

## 6. Data Breach Notification

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In the event of an unauthorized disclosure or breach of Student Data, Provider will:

- Notify the School within **72 hours** of discovering the breach
- Provide a description of the breach, the data affected, and steps being taken to mitigate harm
- Cooperate with the School in any required notifications to affected individuals or regulatory bodies
- Take immediate steps to contain and remediate the breach

## 7. Data Retention and Deletion

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- Provider retains Student Data only for as long as necessary to provide the Service
- Upon termination or expiration of the Service Agreement, or upon written request from the School, Provider will delete or return all Student Data within **60 days**
- Provider may retain de-identified, aggregate data for service improvement purposes
- The School may request data export at any time during the term of service

## 8. Subprocessors

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Provider uses the following subprocessors to deliver the Service:

- **MongoDB Atlas** (database hosting) — SOC 2 Type II certified
- **Brevo** (transactional email delivery)
- **Google Gemini AI** (AI-powered career guidance features) — data is not retained by Google
- **Sentry** (error monitoring) — no Student Data transmitted
- **Auth0** (authentication) — SOC 2 Type II certified

Provider will notify the School of any material changes to subprocessors with at least 30 days' notice.

## 9. State-Specific Provisions

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Provider acknowledges that individual states may impose additional student data privacy requirements (e.g., California SOPIPA, New York Ed Law 2-d, Colorado Student Data Transparency and Security Act). Provider agrees to comply with applicable state laws and to negotiate supplemental terms as reasonably requested by the School.

## 10. Term and Amendments

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This DPA is effective for the duration of the Service Agreement. Either party may propose amendments with 30 days' written notice. Material changes require mutual written agreement.

**Provider: Likemymind America Inc**

**School/District:**

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Signature

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Signature

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Printed Name & Title

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Printed Name & Title

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Date

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Date

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Likemymind America Inc — 2484 Soundview Dr. NE, Bainbridge Island, WA 98110-2353 —  
schools@findmino.com