Data Privacy Agreement

Likemymind America Inc d/b/a Findmino

Effective Date: November 22, 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.

Scope. This Agreement is intended for educational institutions located in the United States and Canada and is governed by the U.S. federal and state laws and Canadian laws referenced herein. Student Data is hosted and processed in the United States. This Agreement does not constitute a data processing agreement under the EU General Data Protection Regulation (GDPR); institutions located in the European Economic Area, the United Kingdom or Switzerland must contact Provider before onboarding so that appropriate terms can be agreed.

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

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

4.1 Data Collected

- Student name, email address, and class assignment (provided by School)
- Career interest assessment results (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

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

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

- 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

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

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

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

_____

Signature

_____

Printed Name & Title

_____

Date

School/District:

_____

Signature

_____

Printed Name & Title

_____

Date