

CONFIDENTIAL · FINTRO AI ECOSYSTEM

FINTRO AI — Privacy Policy

TEMPLATE — FOR REVIEW AND FINALIZATION BY LICENSED COUNSEL BEFORE PUBLICATION. NOT LEGAL ADVICE.

Last updated: July 8, 2026

This Privacy Policy explains how **FINTRO AI LLC** ("Company," "we," "us") collects, uses, and shares information through the FINTRO AI™ platforms (FINTRO NIL, EDU, ORG, Legacy, ARTIST, and related apps and websites) (the "Service"). It is incorporated into our Terms of Service. By using the Service you agree to this Policy.

01

Our Role

For most adult and professional users we act as a **data controller**. Where the Service is deployed by a **school or district** (e.g., FINTRO ORG for K-12), we act as a **service provider / "school official"** processing data on the institution's behalf and under its direction, consistent with FERPA and applicable state student-privacy laws.

02

Information We Collect

- **Registration / access-gate information:** name, email, organization/affiliation, title/role, and any acknowledgment or e-signature you provide at a gate. When you accept an access gate, we also record the **date and time of acceptance, your IP address, and your device/browser information** as evidence of your agreement to the Terms of Service, this Privacy Policy, and the NCND.
- **Usage data:** pages and features used, sessions, visits, and interactions.
- **Learning data:** module/lesson progress, quiz and examination attempts and scores over time, completions, and (for adult users) related identifiers.
- **AI interaction data:** questions submitted to AI features and associated counts/metering.
- **Device & log data:** IP address, browser/device type, and similar technical data.

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How We Use Information

We use information to: (a) provide, secure, and operate the Service; (b) measure and improve learning outcomes and the curriculum (including efficacy analysis — for example, whether quiz/exam scores increase with usage and repetition); (c) provide reporting to the Organizations that deploy the Service; (d)

develop, test, and improve our products and AI features; (e) communicate with you; (f) comply with law; and (g) create and use **de-identified and aggregated** information as described in Section 5.

04

Children & Students (Important)

- **K-12 / FINTRO ORG (minors):** We collect and retain only **de-identified educational-outcome data** (such as quiz/exam scores, improvement, repetition, and usage) for efficacy research and product improvement. We **do not sell student personal information**, do not use it for targeted advertising, and do not build student profiles for non-educational purposes. Any personally identifiable student information used to operate a school deployment is processed solely on the school's behalf and under its control, consistent with FERPA, COPPA, and applicable state student-data-privacy laws. Schools and parents may request access to, correction of, or deletion of a student's personal information through the deploying Organization.
- **Users under 13** outside of an authorized school deployment require verifiable parental consent.

05

De-Identified & Aggregated Data

We may create, use, retain, license, and otherwise commercialize **de-identified and/or aggregated** data and insights derived from the Service (for example, anonymized score-improvement trends, benchmarks, and research datasets). De-identified data does not identify, and is not reasonably linkable to, any individual; we maintain it as de-identified and do not attempt to re-identify it. **Student/minor data contributed to any such aggregated set is de-identified and never sold in identifiable form.**

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How We Share Information

We may share information with: (a) **service providers** (e.g., hosting, AI model providers) under contract; (b) the **Organization** that deployed the Service to you; (c) **authorities** when required by law or to protect rights and safety; (d) a successor in a **merger, financing, or sale** of assets; and (e) recipients of **de-identified/aggregated** data as described above. We do **not** sell the personal information of minors or students.

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Data Retention

We retain information for as long as needed to provide the Service, meet our legal and reporting obligations, and support efficacy research, after which we delete or de-identify it. De-identified and aggregated data may be retained indefinitely.

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Security

We use reasonable administrative and technical safeguards to protect information. No system is perfectly secure; we cannot guarantee absolute security.

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Your Rights & Choices

Depending on your jurisdiction (e.g., California's CCPA/CPRA, or the EU/UK GDPR if applicable), you may have rights to access, correct, delete, or port your personal information, to opt out of certain processing or "sales/sharing," and to be free from discrimination for exercising these rights. To exercise rights, contact us at the address below; school/student requests should be made through the deploying Organization. We honor applicable opt-out signals where required.

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Cookies & Similar Technologies

We use cookies/local storage to keep you signed in, remember preferences, and measure usage. You can control cookies through your browser; some features may not function without them.

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Changes to This Policy

We may update this Policy; material changes will be posted with a new "Last updated" date and, where required, with additional notice.

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Contact

FINTRO AI LLC — **privacy@fintroai.pro** (*placeholder; set a monitored address*).