



Privacy Policy

Welcome to Coached Inc., doing business as heyC AI (hereinafter referred to as "HeyC AI"). We provide teachers with online access to generative artificial intelligence tools through our websites located at www.heyC.ai and coach.heyC.ai (collectively, our "Website") and related products and services. In doing so, we deliver a comprehensive, future-ready coaching and professional learning solution that empowers school districts today and builds lasting capacity for tomorrow. At heyC AI we prioritize safety and respect your privacy.

This Privacy Policy applies to your use of the Website and any products, services, websites, tools or platforms to which this Privacy Policy is affixed. The Website is owned and operated by heyC AI. By using the Website or otherwise accessing, viewing or using the products, services, websites, tools or platforms to which this Privacy Policy is affixed, you agree to this Privacy Policy. If you do not agree with this Privacy Policy, please discontinue using the Website or the products, services websites or platforms to which this Privacy Policy is affixed.

For purposes of this Privacy Policy, the Website and any related software, products or services provided thereunder, shall be hereinafter collectively referred to as the "Platform".

This Privacy Policy may change over time. If we make minor changes to this Privacy Policy without materially changing your rights, we will post the modified Privacy Policy on the Website. We will notify you by email, through the Website or by presenting you with an updated Privacy Policy to accept if we make a modification that materially changes your rights. When you use the Website after a modification is posted, you are accepting the modified Privacy Policy.

If you are an authorized user of any school, school district or other educational institution (“Educational Institution”) that has a written agreement with heyC AI, then to the extent there is any conflict between this Privacy Policy and such written agreement, the provisions in your separate written agreement apply.

What Data We Collect

heyC AI collects personal and non-personal data from you when you use the Platform. Personal data is data that includes a personal identifier like your name, email or address, phone number, date of birth, gender, IP address or device identifier, or is data that could reasonably be linked back to you (collectively “PII”). It also may include demographic information, geolocation information, educational information, or commercial information as described below.

You may be required to create an account to use the Platform. You can create an account on the Website as an educator (i.e. a teacher, instructor or faculty member). You can also create an account as an authorized representative (i.e. administrator, staff or employee) of your Educational Institution. You agree not to misrepresent any information about yourself or your Educational Institution in creating or using an account.

heyC AI collects the following types of personal data when you visit our Website and when you use our Platform. We take steps to minimize the collection of personal data to only what is necessary to provide the Platform and the benefits therefrom.

Information We May Collect via Technological Means.

Our servers, which are hosted by a third-party service provider, collect certain technical data about your device and software, including your browser type, operating system, IP address, domain name, and/or a time stamp of your visit. We automatically gather this

data and store it in log files each time you visit our Website or access the Platform on our network. Unless you have provided PII in connection with your use of the Platform (for example, by creating an account), we cannot use such technical data to identify your name or contact information. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends in connection with the Platform. We collect and use this analytics information in aggregate form such that it cannot reasonably be used to identify any particular individual.

Cookies and other tracking technologies.

We may use technical mechanisms such as cookies, web beacons and tracking technologies to monitor how users use our Platform. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. "Web beacons" refer to various tracking technologies used to check whether you have accessed some content on our Platform. We use cookies for the following purposes, specifically:

- To allow us to count visits and traffic sources so we can measure and improve the performance of our Website. They help us know which pages are the most and least popular and see how visitors move around the Website. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies, we will not know when you have visited our Website.
- To allow the provision of enhanced functionality and personalization, such as videos. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies, then some or all of these features may not function properly.
- To allow the Website to perform its functions. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the Website may not work then.

We may link the information we store in cookies or through other mechanisms to the PII you submit while using our Platform. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until

you delete them) to provide you with a more personal and interactive experience on our Platform. You can remove persistent cookies at any time by following the directions in the "Help" section of your Internet browser. You can also disable all cookies on your Internet browser. If you choose to disable cookies, be advised that you can still visit our Website, but some components of our Platform may not be available or work properly.

We do not allow third-parties to use a user's data to create an automated profile or engage in data enhancement for the purposes of personalized advertisement.

We use third-party analytics and tracking tools solely to help deliver and improve our Platform. These third-party service providers are prohibited from using your personal information for their own purposes, including creating profiles or engaging in targeted advertising.

Information Provided by You When Visiting Our Website.

You may visit our Website if you wish without creating an account or providing us with any information about yourself. However, you may be asked for information that we need in order to provide you with products and services related to the Platform. For example, if you decide to sign up for newsletters from us, attend a demonstration or virtual event, or create an individual account to use our Platform, heyC AI may collect some or all of the following PII from you: (1) first and last name, (2) school or organization name, (3) role or job title, (4) email address, (5) phone number, (6) gender information, (7) date of birth, (8) location information including state/province and country, and (9) where applicable, a user-generated password for your account. You may also be provided the opportunity to provide a profile image or other information for your account profile.

Information Provided by You When Utilizing our Platform.

As an educator, you can choose to share additional information with us, such as an updated email address and phone number. You may also submit inquiries to our AI Coaches, add content and information about school or district policies, and submit

feedback or answers to questions about your interests, activities and classroom environments. We will not use your phone number to send any commercial or marketing messages to you without your consent.

We do not collect any personal data about you unless you voluntarily provide it to us or it is provided to us by your Educational Institution. However, you may be required to provide certain personal data to us when you elect to use the Platform. This may include, without limitation: (a) registering for an account on the Platform; (b) signing up for special offers from selected third parties; (c) sending us an email message or other communication; (d) submitting your credit card or other payment information when ordering and purchasing products and services on the Platform; and (e) using the Platform. We will use your personal data for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

If you provide us with content, information, or feedback or contact us via email (e.g., in response to an inquiry on our Platform or submission to our AI Coaches), we will collect your name and email address, as well as any other content or information included in or attached to your email, in order to send you a reply.

We may combine the information we collect directly from you with information we obtain from public sources, partners, AI training models and other third parties and use such combined information in accordance with this Privacy Policy.

How We Use the Data We Collect.

We use your personal data to respond to your requests, to provide, secure, and enhance the Platform, and to comply with our legal obligations. In particular, heyC AI uses your PII for the following purposes as necessary and as permitted by applicable law:

- Identify you as a user or visitor of our Platform;
- Facilitate the creation of and secure your account for use of our Platform;
- Provide and administer your use of the Platform;
- Help train our AI models in connection with the Platform;
- Personalize and improve the quality of your experience when you interact with our Platform;
- Send you a welcome e-mail to verify ownership of an e-mail address provided when your account was created;
- Send you administrative e-mail notifications, such as security or support and maintenance messages;
- Respond to your inquiries and requests;
- Provide you with newsletters you request or surveys;
- Send you information about upgrades and special offers related to our Platform;
- Comply with applicable laws and regulatory requirements;
- Respond to lawful requests, court orders and legal process; and
- Protect our legal interests or those with whom we do business.

We may also compile statistical or anonymized, non-personally identifiable information and use or transfer such information for any purposes; provided, however, that such data has been fully de-identified and cannot in any way be traced back to the user and does not contain any personally identifiable information. We may also use such anonymized information to help train our AI models or use aggregated information publicly to show trends about the general use of our services. All customer data is encrypted at rest and in transit.

Third-Party Online Analytics Services.

In connection with our Platform, we may use third-party online analytics services, such as those of Google Analytics. These analytics services use automated technologies to collect information (such as email address, IP address, and device identifiers) to evaluate, for example, use of our products and services and to diagnose technical issues. To learn about how Google Analytics collects and processes data, you may visit <https://policies.google.com/technologies/partner-sites>.

Third-Party AI Services

We utilize application program interfaces ("API") to power the AI functionality of our Platform from multiple AI vendors. A current list of these vendors can be found in our subprocessors list.

We prioritize data security and compliance with applicable data protection laws. However, we recommend reviewing the privacy policies of our AI providers to understand their specific data handling practices.

Key items of note:

- No AI provider we use has the right to train models on any data processed on heyC AI's behalf.
- Any data sent through these APIs is retained for up to [30] days solely for abuse and misuse monitoring before being permanently deleted—unless required by law to retain it longer.

Other Third-Party Services

It's important to us that we keep your information safe and secure. In order to help heyC AI provide, maintain, protect and improve our services, heyC AI shares information with other partners, vendors and trusted organizations to process it on our behalf in accordance with our instructions, this Privacy Policy, and any other appropriate confidentiality, security or other requirements we deem appropriate. These companies will only have access to the information they need to provide their respective services to heyC AI in connection with the Platform. You can find information on these partners and subprocessors with whom we work [\[here\]](#). This list may change over time, and we'll work hard to keep it up-to-date.

We do not share your personal data with third parties for their own marketing purposes, including direct marketing. We do not permit contextual advertisements, marketing, or other third-party advertising and promotion in our Platform. This policy applies to all users, regardless of location. Your personal data will only be shared with third-party service providers in order to fulfill the specific services you have requested from heyC AI and in compliance with this Privacy Policy.

heyC AI's use and transfer to any other app of information received from Google APIs will

adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

Personalized Advertising

We do not use or disclose your PII for targeted advertising purposes. Specifically, personalized advertising (ads based on a user's personal information) is not used or displayed in our Website, Services or other products. We are committed to protecting the privacy and data of our students. We do not share PII with third-party advertisers or use it to create profiles for advertising purposes.

Automated Decision-Making

heyC AI does not use in connection with the Platform automated decision-making, including profiling, in a way that produces legal effects concerning you or which significantly affects you.

Student Data, SOPPA, and Educational Institution Users (Illinois & Other States)

Educational Purpose and Role

When heyC AI is used by a school, school district, or other educational institution ("Educational Institution"), heyC AI acts as a service provider / operator and processes data solely on behalf of and under the direction of the Educational Institution, consistent with applicable student data privacy laws, including the Illinois Student Online Personal Protection Act ("SOPPA").

All Student Data (as defined below) is used only for educational purposes and to provide, maintain, support, and improve the Platform as directed by the Educational Institution.

Student Data We Process

For purposes of this section, “Student Data” means personal information that is directly related to an identified or identifiable student and that is provided to heyC AI by, or on behalf of, an Educational Institution in connection with the use of the Platform.

heyC AI collects and processes only the minimum Student Data necessary to provide the Platform and its features.

Prohibited Uses of Student Data

heyC AI does not:

- Sell Student Data;
- Use Student Data for targeted or behavioral advertising;
- Create student profiles for commercial or non-educational purposes;
- Use Student Data to train artificial intelligence or machine-learning models;
- Combine Student Data with data obtained from public sources, data brokers, partners, or third parties for data enhancement purposes.

De-Identified and Aggregated Data

heyC AI may use de-identified and aggregated information (that cannot reasonably be linked to an individual student or educator) to:

- Improve the performance, functionality, and security of the Platform; and
- Conduct internal analytics and research.

Such de-identified data does not constitute Student Data and is handled in accordance with applicable law.

Data Privacy Agreements (Illinois and Other States)

For Educational Institutions located in Illinois, heyC AI will enter into a Student Data Privacy Agreement (“DPA”) consistent with SOPPA and the Illinois model DPA prior to processing Student Data.

Where required by law or requested by an Educational Institution, heyC AI will enter into comparable DPAs in other states.

Data Retention and Deletion

Student Data is retained only for the duration of the Educational Institution’s use of the Platform, unless a longer retention period is required by law.

Upon termination or expiration of the applicable agreement with an Educational Institution, heyC AI will, at the direction of the Educational Institution:

- Return Student Data, or
- Securely delete Student Data within a commercially reasonable time frame, unless retention is legally required.

Security Safeguards

heyC AI implements reasonable administrative, technical, and physical safeguards designed to protect Student Data, including encryption of data in transit and at rest, access controls, and monitoring for unauthorized access.

Breach Notification

In the event of a confirmed data breach involving Student Data, heyC AI will notify the affected Educational Institution without unreasonable delay and cooperate with the Educational Institution in accordance with applicable law and the terms of the applicable DPA.

Information Sharing and Disclosure

To the extent permitted by applicable law, heyC AI may disclose your PII in the following circumstances:

- **Service Providers.**
We may engage our affiliates or third-party partners or individuals to support us in connection with the purposes listed above, such as hosting providers, subcontractors, and third-party payment processors.

- Law Enforcement.

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for heyC AI to disclose your PII. We may also disclose your PII if we determine disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users.

- Business Transfer.

We may share your PII if heyC AI engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of heyC AI's assets, financing acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g., due diligence).

- Prior Consent.

We may also disclose your PII in other circumstances with your prior informed consent. Service providers acting on our behalf are obliged to adhere to confidentiality requirements no less protective than those set forth herein and will only receive access to your PII as necessary to perform their functions.

How We Protect Your Data – Security

We are committed to protecting the security of information received via the Services, including PII. If we collect PII from you, we provide reasonable and appropriate administrative, technical, and physical security controls designed to protect your PII from unauthorized access, use, or disclosure. Despite our efforts, no security controls are 100% risk-free, and heyC AI does not warrant or guarantee that your PII will be secure in all circumstances. If you create an account, you are responsible for keeping your account credentials and passwords secure and not allowing others to use your account.

Your Data, Your Choice

Please note if you are a California resident, please see the section entitled "Additional Information for California Residents" below for more information about your privacy rights under California law.

- **Opt-Out.**

We offer you choices regarding the collection, use, and sharing of your PII. Where permitted by applicable law, we may periodically send you free newsletters and e-mails that directly promote the use of our products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Despite your indicated e-mail preferences for other matters, we may send you administrative notices such as updates to our Terms of Service or Privacy Policy and similar account notices.

- **Your Rights to Access, Correct, or Delete Your Personal Information.**

You may edit any of your PII in your account on the Services, including contact information and/or notification settings, by editing your account profile. You may have the right to make other requests under applicable law related to your personal data in our possession, and depending on applicable law, you may have the right to appeal our decision regarding your request. Contact us at info@heyc.ai if you have questions or a request regarding your personal data. Your rights may include a right to access your personal data that we process and transfer it, correct it, delete it (erasure), restrict it or object to its sale or use for direct marketing purposes, and to not be retaliated against for exercising your rights. We will do our best to honor your requests.

If we deny a request and you have a right to appeal, we will provide information about how to exercise that right in our response. If you are in the EU or UK, you can contact your data protection authority to file a complaint or learn more about local privacy laws. You may request that we delete your account information by sending an email to info@heyc.ai, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). heyC AI will respond to such requests within thirty (30) days or sooner if required by applicable law. When we delete account information, it will be deleted from the active database, but may remain in our archives for a limited amount of time. We will otherwise retain your information for as long as your account is active, as needed to provide you with the Services you

have requested, or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

- Information Processed Under the Direction of Customers.

If an Educational Institution has registered for the Platform (a "Customer") and your PII has been collected by heyC AI as a result of such organization's use of the Services, heyC AI collects and processes any such PII of yours under the directions of the relevant Customer. If these circumstances apply to you and you wish to access, edit, delete, or exercise any rights you may have under applicable data protection laws with respect to any PII that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to data subject rights as appropriate and required by applicable laws.

Links to Third-Party Sites

Our provision of a link to any website or location outside of our Platform is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave our Website and go to another site. During this process, a third party may collect data, including PII, from you. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on a link to a third party. We encourage you to carefully read the privacy statement of any other website you visit.

Cross Border Data Transfers

heyC AI is located in the United States. By accessing or using the Services, or otherwise providing information to us, you understand that your information may be subject to processing, transfer, and storage in other locations. In the event that heyC AI transfers your

Personal Data from the European Economic Area ("EEA") to a country which is not subject to an adequacy decision by the European Commission, or which may not provide for the same level of data protection as the EEA, heyC AI will ensure that the recipient of your PII offers an adequate level of protection. This may include such measures as entering into standard contractual clauses for the transfer of data as approved by the European Commission, gaining your prior consent, or other appropriate measures in accordance with applicable law.

Additional Information for California Residents

If you are a California resident, California law requires us to provide you with some additional information regarding how we collect, use, and share your "personal information" (as defined in the California Consumer Privacy Act ("CCPA")).

- Your California Privacy Rights.
If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:
- Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information.
- Provide access to and/or a copy of certain personal information we hold about you.
- Delete certain personal information we have about you.
- Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right not to be discriminated (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide our services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with

information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you.

Please also note that if your personal information has been collected by heyC AI as a result of a Customer's (as defined above) use of our services, heyC AI collects and maintains your personal information under the directions of the relevant Customer. If these circumstances apply to you and you wish to access or delete any personal information that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to consumer choices as appropriate and required by applicable laws.

If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer's behalf, please contact us at info@heyc.ai.

The CCPA provides certain rights if a company "sells" personal information, as such term is defined under the CCPA. We do not engage in activities that would be considered "sales" of personal information under the CCPA.

Shine the Light Disclosure: The California "Shine the Light" law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share your personal information with third parties for their own direct marketing purposes.

Do Not Track Signals: heyC AI does not track users over time and across third-party websites and therefore does not respond to Do Not Track ("DNT") signals from web browsers. Further, because there currently is no industry standard concerning what, if anything, a service should do when they receive such signals, we currently do not take action in response to these signals.

Other State Laws

Data protection laws change and update frequently, and we endeavor to always comply with applicable laws where we operate. If you have any questions, concerns, or requests regarding the handling of your personal information, contact us at info@@heyc.ai. Please note we may take reasonable steps to verify your identity and the authenticity of the request.

GDPR Information for EEA Users

Individuals located in the European Economic Area (EEA) have certain rights in respect of your personal information and heyC AI will provide these capabilities to all our worldwide users, including:

- The right of access to your personal data;
- The right to correct or rectify any inaccurate personal data;
- The right to restrict or oppose processing of personal data;
- The right to erase your personal data;
- The right to personal data portability; and
- The right to lodge a complaint with the relevant Supervisory Authority.

As described in this Privacy Policy, when heyC AI processes your data, we act as their “Processor” and comply with requests you send us under GDPR.

As a Platform user:

- We rely on your consent as a lawful basis for processing personal data to provide you with marketing or promotional communications.
- We process personal data in order to provide you with the benefits of the Platform or to perform our contract with your Educational Institution as described in this Privacy Policy, including:
 - To enable the Platform to function as expected; and

- To communicate with you in response to inquiries, support, to inform you of updates, modifications and other matters relating to the Platform, and to deliver non-promotional, Platform-related emails.
- Additionally, we process PII based on our “legitimate interests” in providing you the Platform as described in this Privacy Policy including:
 - To provide you with the benefits and services associated with the Platform.

In some cases, heyC AI may process personal information pursuant to a legal obligation or to protect your vital interests or those of another person.

Change of Control

Over time, heyC AI may grow and reorganize. We may share your information, including personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.

In the event of a change to our organizations such that all or a portion of heyC AI or its assets are acquired by or merged with a third-party, or in any other situation where personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party, this Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, subject to applicable law, you may request its deletion from the company.

Contact Us

heyC AI welcomes your comments, questions, and concerns regarding our Privacy Policy.

Email Address: info@heyc.ai

Mailing Address:

heyC AI, Attn: Legal Department

PO Box 118, Glenview, IL 60025

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