

DOCURIOUS PRIVACY POLICY

Version 2.0 – Effective December 1, 2025

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Material changes take effect 30 days after posting. Continued use constitutes acceptance.

1. INFORMATION WE COLLECT

- **Account Information:** Name, email, phone number, date of birth, payment method, and account credentials.
 - **Minor Accounts:** Parent's name and email, child's name (first and last) and date of birth, child's account email address, parental verification records.
 - **School-Managed Accounts:** Student names (first and last), account email addresses, date of birth, grade level, teacher/school contact details.
 - **Challenge Participation Data:** Activity history, progress, submissions, Track Record entries.
 - **User Content:** Reviews, photos, videos, text, and other materials you submit.
 - **Receipts and Purchases:** Receipts, order confirmations, or proof of purchase you may be asked or required to submit when gifting or participating in affiliate Challenge activities.
 - **Technical Data:** IP address, device identifiers, browser type, cookies, analytics data.
 - **Cookies and Tracking Technologies:** We use cookies, web beacons, and similar technologies to enhance your experience, remember preferences, analyze usage patterns, and deliver targeted content. Types of cookies include: (a) essential cookies required for Platform functionality, (b) performance cookies for analytics and optimization, (c) functional cookies to remember your preferences, and (d) marketing cookies for personalized advertising. Third-party cookies may include analytics providers, advertising networks, and customer support tools. You can control cookie settings through your browser, though disabling certain cookies may limit Platform functionality.
 - **Communications:** Emails, SMS, or support requests sent to us.
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2. HOW WE USE INFORMATION

We use information to:

- **Provide Services:** Create accounts, process payments, manage Challenge activities, deliver digital content.
 - **Parental Consent:** Verify and record parental consent for Minor Accounts using a one-time, non-refundable \$1.00 credit card verification charge.
 - **Educational Use:** Enable schools and organizations to manage student accounts under FERPA.
 - **Receipts & Affiliate Purchases:** Validate participation; track, invoice, and collect affiliate fees; resolve vendor disputes; support auditing and accounting.
 - **Gamification & Rewards:** Issue and track points, credits, badges, and other rewards.
 - **Subscriptions & Gift Cards:** Process subscription renewals, apply gift card balances, and comply with unclaimed property laws.
 - **Communications:** Send account updates, confirmations, reminders, surveys, or promotional messages (you may opt out of marketing).
 - **AI-Assisted Features:** Provide recommendations, summaries, moderation, or other informational features.
 - **Analytics & Research:** Improve the Platform, conduct research, support product development, and marketing, including through aggregated or de-identified data.
 - **AI Features and Machine Learning:**
 - For Adult Accounts: User inputs to AI features may be logged and used to improve AI systems, train models, and enhance Platform functionality, unless you opt out in privacy settings
 - For Minor Accounts: AI inputs are processed only for real-time responses and safety moderation and are NOT used for model training
 - All AI inputs are subject to moderation and compliance review
 - AI-generated content and recommendations are provided for informational purposes only
 - See Section 8 of our Terms & Conditions for complete AI disclosures
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3. CHILDREN'S PRIVACY (COPPA)

COPPA Compliance Commitment

DoCurious complies with the Children's Online Privacy Protection Act ("COPPA") and does not knowingly collect personal information from children under 13 years of age without verifiable parental consent.

Age Verification

Users must provide their date of birth when creating an account. If a user indicates they are under 13 years old, the account creation process will halt and require verifiable parental consent before the account can be activated.

Verifiable Parental Consent

For children under 13, we require verifiable parental consent using a credit card verification method approved by the FTC.

Parental Consent Verification Fee

To verify parental consent and create a Minor Account, we charge a one-time, non-refundable verification fee of \$1.00 to the parent's credit or debit card. This small charge allows us to verify that the person providing consent is an adult with a valid payment method and complies with federal COPPA requirements.

This fee is charged only once when creating the Minor Account and is not charged again for annual consent re-verification. The verification fee is non-refundable and is separate from any Challenge purchase fees.

By proceeding with Minor Account creation, you authorize DoCurious to charge the verification fee to your payment method and acknowledge that this charge will not be refunded.

Parents must provide:

- Parent's full name and email address
- Parent's relationship to the child
- Child's full name (first and last)
- Child's date of birth
- Child's account email address
- Credit or debit card information for verification
- Acknowledgment that the parent has read and agrees to these Terms and Privacy Policy

Verification Timeline

Parental consent verification is typically completed within 1-2 business days after the verification charge is successfully processed. Until verification is complete, the Minor Account will remain inactive and the child will not be able to access the Platform.

Annual Re-Verification

For Minor Accounts, we require parents to re-verify their consent annually. Annual re-verification does NOT require an additional verification fee. Parents re-verify by:

- Logging into their parent dashboard using their existing verified credentials
- Confirming the child's continued use of the Platform
- Reviewing and acknowledging any updates to our Terms or Privacy Policy
- Re-authorizing our collection and use of the child's information

We will send email reminders to parents 30 days before the annual re-verification date. If a parent does not complete re-verification within 30 days of the due date, the Minor Account will be automatically suspended until re-verification is completed.

Information Collected from Children

We collect only information reasonably necessary for participation in Platform activities and proper account management. For Minor Accounts, we collect:

Required Information:

- Child's first and last name (for accurate account identification, Challenge certificates, and to ensure we're communicating with parents about the correct child and account)
- Child's date of birth (for age-appropriate content and account management)
- Child's account email address (for account login, password recovery, and Platform communications; this email is accessible to parents through the parent dashboard)
- Parent's email address (for parental communications, consent management, and verification)

Why We Need This Information:

- Last name: Ensures we have the correct child's account when parents contact us, prevents confusion with other users who may have the same first name, and allows us to issue personalized certificates
- Email address: Provides account access and allows password recovery
- Date of birth: Ensures age-appropriate content and proper account management

Optional Information (with specific parental consent):

- Profile photo or avatar
- Challenge completion data and Track Record entries
- Challenge Documentation (text descriptions, photos, videos, audio recordings submitted for Challenge completion documentation)

Information We Do NOT Collect from Children:

- Social Security numbers
- Home address (unless specifically required for a physical Challenge delivery, in which case separate consent is obtained)
- Phone numbers
- Precise geolocation data
- Any information beyond what is reasonably necessary for the activity

Conditional Collection Notice

DoCurious does not condition a child's participation in any Platform activity on the child disclosing more personal information than is reasonably necessary for that activity.

Challenge Completion Documentation

A core feature of the DoCurious Platform is allowing users to document their Challenge completion through text descriptions, photos, videos, and audio recordings ("Challenge Documentation"). This documentation:

- Serves as proof of Challenge completion
- Builds the user's Track Record and achievement history
- May be used for Challenge Provider verification purposes
- Helps users reflect on and share their learning experiences

For Minor Accounts:

Parents consent to their child creating Challenge Documentation as part of normal Platform use. Parents have full control over this documentation:

Default Settings (Private):

By default, Challenge Documentation from Minor Accounts is:

- Visible only to the child, parent, and Challenge Provider (if applicable)
- NOT visible to other Platform users
- NOT used in external marketing
- Stored securely with access controls

Optional Sharing (Parent Permission Required):

Parents may choose to allow their child's Challenge Documentation to be:

- Visible to other Platform users in the child's profile or Track Record
- Eligible to be featured in Platform galleries or success stories (internal only)
- Submitted to Challenge Providers for contests or recognition programs

External Marketing Use:

We will NEVER use a child's Challenge Documentation (photos, videos, audio, or identifiable information) in external marketing, social media, promotional materials, or public communications without separate, explicit opt-in consent from the parent for each specific use.

Parental Controls:

Parents may:

- Review all Challenge Documentation their child has created
- Delete any or all Challenge Documentation at any time
- Change sharing settings to make content more or less visible
- Download their child's Challenge Documentation
- Prevent their child from creating certain types of documentation (e.g., disable video uploads while allowing photos)

Parents may access these controls through the parent dashboard or by contacting help@docurious.com.

Challenge Documentation Not Shared With Third Parties:

Challenge Documentation from Minor Accounts is never sold, shared with advertisers, or provided to third parties for their own marketing purposes.

Why This is Reasonably Necessary:

Challenge Documentation is integral to the educational and experiential purpose of the Platform. It allows children to:

- Demonstrate skill acquisition and learning
- Build a portfolio of achievements
- Reflect on their experiences
- Receive recognition for their efforts
- Participate fully in the Platform's core functionality

Without the ability to document Challenge completion, children would be unable to meaningfully participate in the Platform's primary activities.

How We Use Children's Information

We use children's personal information only for the following purposes:

1. **Platform Services:** To create and manage Minor Accounts, process Challenge enrollments, and track progress
2. **Parental Communications:** To communicate with parents about the child's account and activities
3. **Safety and Security:** To protect the safety and security of children on the Platform
4. **Legal Compliance:** To comply with legal obligations

Internal Use Only: Children's personal information is used only for internal operational purposes. We do NOT:

- Sell children's personal information
- Use it for behavioral advertising or targeted marketing
- Share it with third parties for their marketing purposes
- Use it to build profiles for non-educational purposes

Marketing and External Use

We will NEVER use identifiable child information, content, or images for external marketing, promotional materials, social media, or public-facing content without separate, explicit opt-in consent from the parent.

If a parent provides such opt-in consent:

- Consent is specific to each use (e.g., "May we feature your child's artwork in our newsletter?")
- Parents may withdraw consent at any time
- We will remove the content from active marketing within 10 business days of withdrawal
- Content may persist in archived materials, backups, or where removal is technically infeasible, but will not be used in new marketing

Sharing Children's Information

We share children's personal information only in the following limited circumstances:

1. **Service Providers:** With vendors who provide essential Platform services (hosting, payment processing, email delivery) under strict contractual obligations to:
 - Use the information only for providing services to DoCurious
 - Maintain COPPA-compliant data protection measures
 - Not disclose or use the information for any other purpose
 - Delete or return the information when services are complete
2. **Challenge Providers:** Minimal information necessary for Challenge participation (e.g., first name for personalized instruction, Challenge Documentation for verification purposes). Providers are contractually required to:
 - Use information only for Challenge delivery and verification
 - Comply with COPPA requirements
 - Not use information for marketing or other purposes
 - Not use child content for their own marketing purposes
3. **Legal Requirements:** When required by law, court order, or government request, or to protect safety
4. **Parental Direction:** When a parent explicitly directs us to share information (e.g., with a school)

We do NOT share children's information with:

- Advertising networks
- Social media platforms (unless parent explicitly shares content)
- Data brokers or analytics companies that use the data for their own purposes
- Any third party for marketing purposes

Parental Rights and Controls

Parents have the following rights regarding their child's information:

Right to Review: Parents may review all personal information we have collected from their child by sending a request to help@docurious.com with the subject line "COPPA Request." We will make reasonable efforts to provide access within 10 business days of verifying the parent's identity.

Right to Correct: Parents may request correction of inaccurate information about their child. Most information can be corrected directly in account settings.

Right to Delete: Parents may request deletion of their child's personal information at any time. Upon receiving a verified deletion request, we will:

- Delete the child's personal information from active systems within 30 days
- Notify relevant service providers to delete the information
- Retain only information necessary for legal compliance, security, or fraud prevention

Right to Withdraw Consent: Parents may withdraw consent for further collection or use of their child's information at any time by:

- Contacting help@docurious.com with subject line "COPPA Request"
- Using the "Withdraw Consent" link in account settings

Upon withdrawal of consent:

- We will cease new collection and use of the child's information within 10 business days
- The child's account will be suspended or converted to an inactive status
- Previously collected information will be handled according to the parent's deletion preferences
- The child may not access the Platform until the parent provides renewed consent or the child reaches age 13

Right to Control Content Use: Parents may:

- Prevent their child from posting User Content or Challenge Documentation
- Request removal of specific content their child has posted
- Opt out of any external use of their child's content or likeness
- Control sharing and visibility settings for their child's Challenge Documentation

How to Exercise Rights: Parents may exercise these rights by:

- Logging into the parent dashboard in account settings
- Emailing help@docurious.com with the subject line "COPPA Request"
- Writing to the address listed in Section 14

We will verify the parent's identity before fulfilling any request and will make reasonable efforts to respond within 10 business days.

Data Retention for Children

We retain children's personal information only as long as reasonably necessary for the purposes for which it was collected, or as required by law.

Specific Retention Periods:

1. **Active Minor Accounts:** Information is retained as long as the account is active and parental consent remains valid
2. **After Account Closure or Consent Withdrawal:**

- Personal information is deleted from active systems within 30 days
- Information required for legal compliance (e.g., transaction records for tax purposes) is retained in secure, segregated storage for the minimum period required by law (typically 7 years for financial records)
- Information needed for safety/security (e.g., records of Terms violations) may be retained for up to 3 years

3. Backup Systems:

- Information may persist in backup systems for up to 90 days after deletion from active systems
- Backups are encrypted and not accessible for operational use
- Information is permanently purged when backups are rotated out

4. De-Identified Data:

- We may retain de-identified or aggregated data indefinitely for research, analytics, and product improvement
- De-identified data cannot be used to identify any specific child
- De-identification is performed using industry-standard techniques including:
 - Removal of all direct identifiers (names, email addresses, etc.)
 - Aggregation with data from at least 10 other users
 - Technical and administrative safeguards to prevent re-identification
- We do not attempt to re-identify de-identified data and contractually prohibit service providers from doing so

When Child Turns 13

When a child reaches age 13:

- The account automatically converts to a standard user account (not a Minor Account)
- The former Minor Account holder is notified and asked to review and accept the Terms and Privacy Policy in their own right
- Parents retain access to the account until the child completes this process
- If the child does not accept the Terms within 90 days of turning 13, the account is suspended
- The now-teenage user has 30 days after turning 13 to opt out of arbitration in their own right

Discovery of Underage Users Without Consent

If we discover that we have collected personal information from a child under 13 without verifiable parental consent, we will:

- Immediately suspend the account
- Delete the child's personal information within 30 days
- Attempt to contact the parent (if contact information is available) to offer the opportunity to provide consent

Affiliate Products and Minor Accounts

Affiliate Product recommendations may appear in Challenge content accessible to Minor Accounts. These recommendations are:

- Enabled by default for all accounts, including Minor Accounts
- Selected for educational relevance to Challenge topics
- Clearly marked as affiliate links
- Subject to parental controls (parents may disable Affiliate Product display through the parent dashboard)

We do NOT:

- Target product advertising to children under 13
- Track children's browsing or purchasing behavior for commercial marketing purposes
- Share children's information with Affiliate Vendors for their marketing purposes
- Require children to view or interact with Affiliate Product recommendations to participate in Challenges

Parents may disable Affiliate Product recommendations for their child's account at any time through the parent dashboard without affecting the child's ability to participate in Challenge activities.

Questions About Children's Privacy

Parents with questions or concerns about our children's privacy practices may contact:

DoCurious COPPA Inquiries

Email: help@docurious.com

Subject line: "COPPA Request" or "Children's Privacy"

Address: [Full address from Section 14]

We will make reasonable efforts to respond to all COPPA-related inquiries within 10 business days.

4. SCHOOL-MANAGED ACCOUNTS (FERPA)

When Schools Use DoCurious:

Schools and educational organizations may create and manage student accounts for educational purposes under the Family Educational Rights and Privacy Act ("FERPA").

DoCurious's Role Under FERPA:

When acting as a "school official" under FERPA, DoCurious:

- Uses student information only for educational purposes as directed by the school
- Does not re-disclose student information except as permitted by FERPA
- Maintains appropriate security measures to protect student data
- Allows parental access to student data in coordination with the school
- Deletes or returns student data when no longer needed or upon school request

Information Collected for School Accounts:

For school-managed accounts, we collect:

- Student names (first and last) and grade levels (provided by the school)
- School-assigned email addresses or account identifiers
- Challenge participation and completion data
- User Content submitted for educational purposes
- Information necessary to provide educational services

How We Use Student Data:

Student data from school-managed accounts is used only for:

- Providing educational services to the school and students
- Supporting the school's educational purposes
- Improving DoCurious's educational offerings (using de-identified data)
- Complying with legal obligations

We do NOT:

- Sell student data
- Use student data for targeted advertising
- Build marketing profiles of students
- Share student data with third parties except as directed by the school or required by law

De-Identified Data:

We may use de-identified or aggregated student data for research, analytics, and product improvement. De-identified data:

- Cannot reasonably identify individual students
- Complies with FERPA's de-identification standards
- May be retained indefinitely

Schools may opt out of having their students' data included in de-identified datasets.

Parental Rights:

Parents of students in school-managed accounts have rights under FERPA to:

- Access their child's education records maintained by the school
- Request correction of inaccurate information
- Consent to certain disclosures (where required)

Parents should contact their child's school to exercise these rights. DoCurious will cooperate with schools to facilitate parental requests.

Parents may also contact DoCurious directly at help@docurious.com with subject line "FERPA Request." We will verify identity and coordinate with the school to respond within 45 days.

School Responsibilities:

Schools using DoCurious are responsible for:

- Providing required FERPA notices to parents
- Obtaining necessary parental consents
- Designating DoCurious as a school official or ensuring appropriate legal basis for data sharing
- Notifying DoCurious of changes to student status or parental restrictions

Data Security:

DoCurious maintains industry-standard security measures to protect student data, including encryption, access controls, and regular security assessments.

Data Retention and Deletion:

- Student data is retained only as long as needed for educational purposes
- Schools may request deletion at any time
- We will delete or return data within 30 days of school request
- Legally required records may be retained longer
- De-identified data may be retained indefinitely

State Student Privacy Laws:

We comply with state student privacy laws including California's Student Online Personal Information Protection Act (SOPIPA), New York Education Law §2-d, and similar laws in other states.

Student Account Transitions and Continuity**When Students Leave School:**

Students who leave their school (graduate, transfer, withdraw) may continue using DoCurious by converting their school-managed account to a personal or family account. Students retain all their Challenge history and User Content during conversion.

- **Students under 13:** Parent must complete verifiable parental consent to convert to Minor Account
- **Students 13+:** Student must accept Terms & Conditions to convert to standard user account

If no action is taken within 60 days of leaving school, the account is suspended but data is retained for 24 months to allow conversion. After 24 months, the account and data are deleted.

When Students Turn 13:

When a student turns 13 while enrolled in school:

- COPPA no longer applies, but FERPA protections continue
- Account remains school-managed for educational purposes
- Student may be granted increased autonomy at school's discretion
- Upon leaving school, student can convert to personal account under their own control

Account Ownership:

Student accounts created by schools are accessible to the student and parent even while the school has administrative access. The student's work, progress, and achievements belong to the student and will be retained during account transitions (unless deletion is requested).

Account Deletion:

- Parents may delete their child's account at any time
- Students 13+ may delete their own accounts
- Schools may delete accounts only with parent consent or where legally authorized
- Students/parents may export all data before deletion

Questions About Student Data:

Schools or parents with questions about how we handle student data should contact legal@docurious.com.

5. USER CONTENT

User Content (reviews, photos, videos, Track Record entries) may be displayed on the Platform and used for internal purposes. Parents grant DoCurious permission to use Minor Account User Content within the Platform. External marketing use requires separate parental opt-in. DoCurious may remove User Content at our discretion.

6. RECEIPTS AND AFFILIATE PURCHASES

Users may be asked or required to submit receipts, order confirmations, or proof of purchase when gifting or participating in Challenge activities offered through affiliate vendors. We collect and process receipts, along with identifying information (such as name and email), to validate participation, track/invoice/collect affiliate fees owed to DoCurious, resolve billing disputes, and conduct auditing and compliance. We may share receipts and identifying information with vendors, affiliates, processors, and service providers for these purposes. Parents and schools may request access to or deletion of receipts associated with Minor or student accounts.

7. HOW WE SHARE INFORMATION

We may share information with:

- **Service Providers:** Payment processors, hosting, analytics, and support vendors.
- **Vendors and Affiliates:** For receipt validation, billing, and commission collection.
- **Schools:** When accounts are managed by schools under FERPA.
- **Legal/Compliance:** When required by law, subpoena, or government request.
- **Corporate Transactions:** If DoCurious is merged, acquired, or sold.
- **Aggregated/De-Identified Data:** With partners, researchers, or for marketing.

We do not sell personal information to third parties.

8. DATA RETENTION

We retain personal data as long as your account is active or as needed to provide services. We retain personal data only as long as necessary for legal, business, or technical requirements, typically no more than 2 years after account closure. For receipts, financial records, and related audit logs, we generally retain information for up to seven (7) years from the relevant transaction date, or longer if required by law, to support accounting, tax, audit, compliance, and dispute-resolution purposes. Backups and de-identified data may persist after account closure or deletion.

9. SECURITY

We use reasonable administrative, technical, and physical safeguards to protect personal information. No system is 100% secure.

10. DATA BREACH NOTIFICATION

In the event of a data breach that may compromise your personal information, we will notify affected users within a reasonable time frame as required by applicable law. Notifications will be sent via email to your registered address or through prominent notice on the Platform. We will include information about what happened, what information was involved, steps we are taking to

address the breach, and recommendations for protecting yourself. For Minor Accounts, we will notify the parent or guardian.

See Section 10 of our Terms & Conditions for complete breach notification procedures.

SECTION 11: YOUR RIGHTS AND CHOICES

You have various rights regarding your personal information, depending on your account type and location. This section explains how to exercise those rights.

11.1 Access and Correction Rights (All Users)

What You Can Access:

- View your profile information and account settings at any time
- Request a copy of the personal information we hold about you
- Review your Challenge history, completion records, and Provider interactions

How to Access: Log into your account and visit your Settings/Profile page, or email help@docurious.com with "Data Access Request" in the subject line. We will respond within 30 days with the requested information in a commonly used electronic format.

Correction Rights: If any of your personal information is inaccurate or incomplete, you can update it directly in your account settings or request corrections by contacting us at help@docurious.com.

11.2 Deletion Rights (All Users)

Right to Delete: You may request deletion of your account and associated personal information at any time. We will delete your data within 30 days of your request, except for:

- Information we must retain for legal compliance (e.g., transaction records, tax documentation)
- Information needed to resolve disputes or enforce our agreements
- De-identified or aggregated data that no longer identifies you
- Backup copies (which are purged on our regular backup cycle, typically within 90 days)

How to Request Deletion:

- Standard Users: Go to Account Settings > "Delete Account" or email help@docurious.com

- Parents (for Minors): Email help@docurious.com from your registered parent email with "Delete Child Account"
- Schools: Contact your school administrator, who can request deletion through their school management portal

Impact of Deletion:

- You will lose access to all Challenges, records, and content
- In-progress Challenges cannot be completed
- Refunds are subject to our standard refund policy (very limited as a startup)
- Some Provider content you created may remain visible in anonymized form

11.3 Parental Rights for Minor Users (Under 13)

Parents have enhanced rights under COPPA:

Rights Include:

- Review all personal information collected from your child
- Request deletion of your child's information
- Refuse to permit further collection or use of your child's information
- Withdraw consent at any time (which may result in account termination)

How to Exercise Parental Rights: Email help@docurious.com from your verified parent account email with your request. We will verify your identity and respond within 10 business days.

Important: If you withdraw consent or delete your child's account, we cannot provide Platform services to them, as the data collection is necessary for Platform operation.

11.4 School Administrator Rights (FERPA)

School administrators for school-managed student accounts have the following rights:

Access Rights:

- View aggregated student usage data for your school
- Access individual student records as permitted by your school's FERPA policies
- Export student data for school records

Control Rights:

- Disable data sharing with specific Providers
- Opt out of optional data collection (e.g., analytics)
- Request deletion of student data upon request from parents or when students leave your school

How to Exercise: Log into your School Admin Portal or contact help@docurious.com.

Parent Override: School rights are subject to parental rights under FERPA. If a parent restricts access to their child's records, we will honor that restriction even if the school requests access.

11.5 California Privacy Rights (CCPA/CPRA)

If you are a California resident, you have specific rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA):

Right to Know: You may request disclosure of the categories and specific pieces of personal information we've collected about you in the past 12 months, including:

- Categories of personal information collected
- Categories of sources from which we collected it
- Business or commercial purposes for collection
- Categories of third parties with whom we share information
- Specific pieces of personal information we hold about you

Right to Delete: You may request deletion of your personal information, subject to certain exceptions including:

- Completing transactions or providing services you requested
- Detecting and resolving security incidents or fraud
- Complying with legal obligations
- Internal uses reasonably aligned with your expectations
- Other exceptions permitted under CCPA

Right to Opt-Out of Sales: We do not sell personal information as defined by the CCPA. We do not share personal information for cross-context behavioral advertising. If our practices change in the future, we will:

- Provide clear notice on our website
- Offer a "Do Not Sell or Share My Personal Information" link
- Honor opt-out requests within 15 days

Right to Correct Inaccurate Information: You may request correction of inaccurate personal information we maintain about you.

Right to Limit Use of Sensitive Personal Information: For information categorized as "sensitive" under CCPA (such as precise geolocation, health data, or account credentials), you have the right to limit our use to what is necessary to provide our services. We already limit sensitive information use to Platform operation and do not use it for other purposes.

Right to Non-Discrimination: We will not discriminate against you for exercising your CCPA rights, including by:

- Denying you goods or services
- Charging different prices or rates
- Providing a different level or quality of services
- Suggesting you will receive different prices or services

How to Exercise Your CCPA Rights:

Email us at help@docurious.com or privacy@docurious.com with "CCPA Request" in the subject line. Include:

- Your full name and email address associated with your account
- The specific right you wish to exercise (Know, Delete, Correct, etc.)
- Enough detail for us to locate your information

We will verify your identity (typically by confirming your email address and asking security questions) and respond within 45 days. For complex requests, we may extend by an additional 45 days with notice.

Authorized Agents: You may designate an authorized agent to make requests on your behalf by:

- Providing written authorization signed by you
- Having the agent provide proof of their authority
- Verifying your own identity directly with us

We may deny requests from agents who cannot provide adequate proof of authorization.

Special Note for Minor Accounts: Children under 13 with parent-managed accounts already receive enhanced protections under COPPA that meet or exceed CCPA requirements, including:

- Parental consent before data collection
- Parental access and deletion rights
- Limited data collection and use
- No sale or sharing of information

For children aged 13-15 in California, we do not sell or share their personal information without affirmative opt-in consent.

CCPA Metrics: We will publish annual CCPA metrics on our website, including the number of requests received, complied with, and denied, as required by law.

11.6 International Users and GDPR

While DoCurious primarily operates in the United States, we recognize that some users may be located outside the U.S.

GDPR Rights (European Economic Area, UK, Switzerland): If you are in a jurisdiction covered by the General Data Protection Regulation (GDPR), you have additional rights:

- Right to portability (receive your data in a structured, machine-readable format)
- Right to object to processing based on legitimate interests
- Right to restrict processing in certain circumstances
- Right to lodge a complaint with your local data protection authority

To exercise GDPR rights, email help@docurious.com with "GDPR Request" in the subject line.

Data Transfers: If you are outside the U.S., your information will be transferred to and processed in the United States. We rely on:

- Standard Contractual Clauses for transfers where applicable
- Your consent to transfer (by using our Platform)
- Necessity for contract performance

International Users Note: Our Platform is designed for U.S. users and primarily complies with U.S. laws. International users should be aware that U.S. privacy laws may differ from those in their home country.

11.7 Marketing and Communications Preferences

Opt-Out Rights: You can opt out of:

- Marketing emails (click "Unsubscribe" in any marketing email or adjust settings in your account)
- Push notifications (adjust in your device settings or app settings)
- SMS messages (reply "STOP" to any text message or contact us)
- Personalized recommendations (opt out in Privacy Settings, though this may reduce Platform usefulness)

Transactional Communications: You cannot opt out of transactional or service-related communications (e.g., Challenge confirmations, account security alerts, legal notices) as these are necessary for Platform operation.

For Minors: We do not send marketing communications to children under 13 without separate parental consent. Parents can manage all communication preferences for their child's account.

11.8 Data Access

Right to Access Your Data: You have the right to receive a copy of your personal information. We will provide your data in a readable format within 45 days of your request.

What's Included:

- Profile information and account settings
- Challenge enrollment and completion history
- Content you've submitted
- Reviews and ratings you've provided
- Communication history (subject to privacy of other parties)
- Transaction/payment history (excluding full payment card numbers)

How to Request: Email help@docurious.com with "Data Access Request" in the subject line. We will verify your identity and respond within 45 days.

Format: We will provide your data in a readable electronic format. As a startup with limited technical resources, format options may be limited, but we will work with you to provide your data in a usable way.

Limitations:

- We cannot export Provider Content or copyrighted materials you don't own
- We may redact information about other users to protect their privacy
- Some system-generated analytics may not be exportable

11.9 Automated Decision-Making and AI

If we use automated decision-making or AI that significantly affects you (e.g., challenge recommendations, account suspensions), you have the right to:

- Know that automated processing is occurring
- Understand the logic involved
- Contest the decision and request human review

Currently, our AI features are assistive (helping you find relevant Challenges) rather than decisional. If this changes, we will update this policy and provide opt-out options.

11.10 Do Not Track Signals

Some browsers transmit "Do Not Track" (DNT) signals. We do not currently respond to DNT signals because there is no industry standard for how to interpret them. If a standard emerges, we will update our practices accordingly.

11.11 How Long It Takes

We aim to respond to all rights requests promptly:

- **CCPA requests:** Within 45 days (may extend to 90 days for complex requests)
- **COPPA parental rights:** Within 10 business days

- **Standard access/deletion:** Within 30 days
- **GDPR requests:** Within 30 days (may extend to 60 days for complex requests)

11.12 Limitations on Rights

In some cases, we may deny or limit your rights requests if:

- We cannot verify your identity
- The request is excessive, repetitive, or manifestly unfounded
- The information is subject to legal holds or ongoing disputes
- Deletion would prevent us from complying with legal obligations
- The request conflicts with others' rights (e.g., Provider intellectual property)

We will explain any denials or limitations in our response.

11.13 Questions or Complaints

For Questions About Your Rights:

- Email: help@docurious.com or privacy@docurious.com
- Mail: DoCurious, LLC, Privacy Rights, [Your Business Address]

For Complaints (California): California residents may also contact the California Attorney General's Office:

- Website: oag.ca.gov/contact
- Phone: (916) 210-6276

For Complaints (GDPR): EU/UK residents may lodge a complaint with their supervisory authority:

- Find your authority: edpb.europa.eu/about-edpb/board/members_en

Summary: You have robust rights to access, correct, delete, and control your personal information. We take these rights seriously and have processes in place to honor them promptly. Parents of Minors and California residents have enhanced rights as described above.

Last Updated: January 2025

12. INTERNATIONAL USERS

The Platform is operated from the United States. If you access it from outside the U.S., you consent to transfer and processing in the U.S.

13. CHANGES TO THIS POLICY

We may update this Policy from time to time. We will post changes on our website and update the "Last Updated" date. Significant changes will be communicated through the Platform or by email.

14. CONTACT US

For privacy questions, COPPA-related inquiries, or to exercise your privacy rights, contact:

Email: help@docurious.com

- For general privacy matters, use subject line: "Privacy Request"
- For children's privacy (COPPA), use subject line: "COPPA Request"

Address:

DoCurious, Inc.
c/o White Summers
4900 Meadows Rd., Suite 400
Lake Oswego, OR 97035-3167

We will make reasonable efforts to respond to all privacy inquiries within 10 business days.

END OF PRIVACY POLICY

Complete Privacy Policy consists of Parts 1-2 (2 total artifacts)

Contact Information:

DoCurious, Inc.
c/o White Summers
4900 Meadows Rd., Suite 400
Lake Oswego, OR 97035-3167

help@docurious.com | legal@docurious.com | security@docurious.com