

EZCollegeAPP

Privacy Policy

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Provided by **GyriQAI, Inc.**

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1. Privacy Policy

1.1. Introduction and Scope

This Privacy Policy (this “**Privacy Policy**”) describes how GyriQAI, Inc. (“**GyriQAI**,” “**Company**,” “**we**,” “**our**,” or “**us**”) collects, uses, stores, processes, discloses, and otherwise handles information relating to identified or identifiable individuals in connection with the EZCollegeAPP platform, including any associated website, web application, software, content, communications, and related services made available by us (collectively, the “**Service**”).

This Privacy Policy applies to information collected from or about users of the Service, including students, parents, guardians, counselors, consultants, and school personnel, except to the extent a separate written agreement expressly governs a particular relationship or data set.

By accessing or using the Service, or by providing information to us in connection with the Service, you acknowledge that you have read and understood this Privacy Policy.

1.2. Eligibility and Age Restrictions

The Service is intended only for individuals who are at least thirteen (13) years of age. The Service is not directed to children under the age of 13, and we do not knowingly collect personal information online from children under 13.

If we become aware that we have collected personal information from a child under 13 without authorization sufficient under applicable law, we reserve the right to delete such information and suspend or terminate any related account.

If you are using the Service on behalf of another person, including a student, you represent and warrant that you have all rights, permissions, and authority necessary to provide the relevant information to us and to authorize our processing of such information in accordance with this Privacy Policy and our Terms.

1.3. Categories of Information We Collect

We may collect the following categories of information, to the extent applicable to your use of the Service:

1.3.1. Information You Provide Directly

Information you submit to us directly or through the Service may include:

- identifiers and contact information, such as full name, email address, telephone number, mailing address, date of birth, username, and account credentials;
- educational and application-related information, such as school name, academic records, grades, GPA, coursework, standardized test scores, extracurricular activities, awards, honors, application history, intended areas of study, recommendation-related content, and similar information;

- written content and submissions, such as essays, short answers, personal statements, application responses, notes, drafts, prompts, feedback requests, and other materials submitted through the Service;
- demographic and profile information, such as race, ethnicity, gender, citizenship, immigration-related information, language preferences, and other information you elect to provide;
- financial and aid-related information, such as income-related information, scholarship-related information, tuition-planning data, and financial aid application information;
- sensitive or potentially sensitive information, including disability, accommodation, health-related, or other special-circumstance information that you choose to provide in connection with applications or support requests;
- documents, files, and records uploaded through the Service, including PDFs, transcripts, forms, spreadsheets, images, and supporting materials;
- communications and support information, including the contents of messages sent to us, inquiries, support requests, and survey responses; and
- commercial information, including payment, subscription, billing, and transaction-related information, to the extent paid features are offered.

1.3.2. Information Collected Automatically

When you access or use the Service, we may automatically collect certain technical and usage information, including:

- Internet Protocol (IP) address;
- browser type, browser language, device type, operating system, and related technical identifiers;
- access times, session information, log data, crash data, and diagnostic information;
- interaction data relating to use of the Service, including page views, navigation paths, feature usage, and timestamps; and
- information collected through cookies and similar technologies that are necessary for authentication, security, session continuity, load balancing, user preferences, or other operational purposes.

1.3.3. Information Derived From Submitted Content

We may derive or generate information from the content you provide, including extracted fields, summaries, categorizations, organizational outputs, recommendations, and similar derived information produced through our tools or AI-assisted features.

1.4. Sources of Information

We collect information:

- directly from you;
- from files, forms, prompts, and other materials you upload or submit through the Service;
- from your interactions with the Service;
- from service providers acting on our behalf; and
- where applicable, from persons authorized by you to use the Service in connection with your account or information.

1.5. Sensitive Information

The Service may involve the collection and processing of information that may be considered sensitive under applicable law or in context, including information relating to race or ethnicity, citizenship or immigration status, financial circumstances, disability, accommodations, health-related matters, or other personal circumstances submitted in connection with educational or application-related workflows.

Such information is processed solely for legitimate business purposes related to providing, operating, securing, supporting, and improving the Service. GyriQAI processes sensitive information to the extent permitted by applicable law. GyriQAI does not sell such information or share it for cross-context behavioral advertising.

1.6. AI-Assisted Processing and Important Disclosures

The Service includes features that use automated tools, including artificial intelligence systems, large language models, and related application programming interfaces provided by us and by third-party service providers.

Such features may be used to:

- analyze user-submitted documents and materials;
- extract application-relevant data fields;
- generate suggestions for form completion;
- provide feedback, recommendations, summaries, and organizational assistance; and
- help users prepare materials for subsequent review and action.

The Service is designed as an assistive tool. **Users are solely responsible for reviewing, confirming, editing, and approving any content, recommendation, extraction, or proposed form entry before it is relied upon, used, or submitted.**

The Service does not make admissions decisions, determine eligibility for admission, or make legally binding educational determinations.

Original User Content, Inputs, and Outputs may be used to train, improve, and develop Owner's AI and machine-learning models, including models that may be used in future products and services, as described in our Terms of Service. The Service may also rely on third-party infrastructure and AI service providers to process submitted content for the purpose of providing the Service.

1.7. Disclosure of Information

We do not sell personal information. We do not share personal information for cross-context behavioral advertising.

We may disclose information in the following circumstances and to the following categories of recipients:

1.7.1. Service Providers and Contractors

We may disclose information to vendors, contractors, subprocessors, and other service providers that perform services on our behalf or support our business operations, including providers of:

- cloud hosting and infrastructure;
- artificial intelligence and language model processing;
- payment processing;
- customer support and communications;
- data storage, logging, security, and monitoring; and
- other technical or operational services reasonably necessary to provide and secure the Service.

Such parties may access and process information as necessary to perform services for us, subject to applicable agreements.

1.7.2. Legal Compliance and Protection of Rights

We may disclose information where we determine that disclosure is necessary or appropriate to:

- comply with applicable law, regulation, subpoena, court order, or lawful governmental request;
- enforce our Terms, agreements, or policies;

- detect, prevent, investigate, or address fraud, abuse, security incidents, or technical issues; or
- protect the rights, property, safety, or security of GyriQAI, users, or any other person or entity.

1.7.3. At Your Direction or With Your Consent

We may disclose information where you direct us to do so, request a particular disclosure, or otherwise consent to the disclosure.

1.8. Authorized Representatives, Advisors, and Institutional Use

The Service may be used by or on behalf of students by parents, guardians, private consultants, independent advisors, counselors, school personnel, or other representatives. In such circumstances, the person or entity using the Service on behalf of another individual is solely responsible for obtaining all consents, authorizations, permissions, and legal rights necessary to collect, upload, submit, access, disclose, and use the relevant information in connection with the Service.

GyriQAI does not independently verify that any user claiming to act on behalf of another person or entity has the legal authority to do so. By using the Service in a representative, advisory, or institutional capacity, such user represents and warrants that they possess all necessary authority and that their use of the Service complies with all applicable laws, contractual obligations, and institutional policies.

Unless expressly agreed by GyriQAI in a separate written agreement, GyriQAI provides the Service as a general-use platform and does not undertake institution-specific compliance obligations beyond those imposed by applicable law.

1.9. No Public Posting

We do not make user-submitted application information publicly available through the Service. User information is visible only to the applicable account holder or other persons authorized through the account or workflow in question.

1.10. Data Retention

We retain personal information for as long as reasonably necessary to fulfill the purposes described in this Privacy Policy, including to maintain accounts and provide the Service, unless a longer retention period is required or permitted by applicable law.

Users may delete certain content through the Service, where such functionality is available. Users acknowledge that deletion of information may affect the availability, accuracy, completeness, or functionality of certain features, and users are solely responsible for the consequences of any deletion initiated by them.

We may retain information for any period where necessary to:

- comply with legal obligations;
- resolve disputes, enforce agreements, investigate security incidents, prevent fraud or abuse, or protect legal rights; or
- maintain backup systems, archives, logs, and disaster recovery systems.

We may retain de-identified or aggregated information that does not reasonably identify an individual indefinitely.

Upon a valid deletion request, we may delete or de-identify the relevant personal information at our discretion, subject to the exceptions described above and any applicable legal requirements.

1.11. User Rights and Choices

Subject to applicable law, users may request access to, correction of, or deletion of certain personal information maintained by us. Users may also update certain account information directly through the Service, where such functionality is made available.

To exercise privacy-related requests, you may contact us at **support@ezcollegeapp.com**. We may take reasonable steps to verify the identity and authority of any requestor before processing a request.

To the extent required by applicable law, we will not discriminate against a user for exercising privacy rights afforded under such law.

1.12. U.S. State Privacy Rights

Residents of certain U.S. states may have privacy rights under applicable state privacy laws, subject to statutory exceptions, limitations, and verification requirements. Depending on the state of residence and the nature of the information at issue, such rights may include the right to request access to personal information, correct inaccuracies, delete personal information, obtain a copy of personal information in a portable format, or opt out of certain types of processing, including targeted advertising, the sale of personal information, or profiling in furtherance of decisions that produce legal or similarly significant effects.

GyriQAI does not sell personal information and does not share personal information for cross-context behavioral advertising. GyriQAI does not engage in profiling in furtherance of decisions that produce legal or similarly significant effects on consumers.

If you wish to exercise rights available to you under applicable U.S. state privacy law, you may contact us at **support@ezcollegeapp.com**. We may request information necessary to verify your identity, residency, and authority to submit the request. Where permitted by law, an authorized agent may submit requests on behalf of a consumer, subject to verification of the agent's authority and the consumer's identity.

1.13. Security

We implement administrative, technical, and physical safeguards designed to protect personal information. However, no security measure or method of transmission or storage is infallible, and we do not guarantee absolute security.

You are responsible for maintaining the confidentiality of your account credentials and for promptly notifying us of any suspected unauthorized access to or use of your account.

1.14. Third-Party Services and External Processing

The Service may rely on third-party technologies, integrations, hosting environments, payment processors, and AI-related service providers in order to function. Information submitted through the Service may be processed by such providers on our behalf in accordance with applicable contractual arrangements and operational requirements.

To the extent any third-party website, product, or service is linked to or integrated with the Service, such third party may maintain its own terms, privacy notices, and data handling practices. We are not responsible for the independent privacy or security practices of third parties.

1.15. No Liability for Security or Privacy Incidents

To the maximum extent permitted by applicable law, GyriQAI disclaims all liability for any unauthorized access to, disclosure of, alteration of, loss of, or other compromise of personal information, regardless of cause. You acknowledge that you submit information to the Service at your own risk.

1.16. Cross-Border and Jurisdictional Limitations

The Service is currently intended for users located in the United States. If you access or use the Service from outside the United States, you understand that your information may be transferred to, processed in, and stored in the United States or other jurisdictions in which we or our service providers operate.

1.17. Changes to this Privacy Policy

We reserve the right to modify this Privacy Policy at any time. If we make changes, we will post the updated Privacy Policy through the Service and revise the effective date where appropriate. Your continued use of the Service following the posting of an updated Privacy Policy constitutes your acknowledgment of the revised terms, to the extent permitted by law.