

EZCollegeAPP

Privacy Policy

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Provided by **GyriQAI, Inc.**

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1. Privacy Policy

1.1. Definitions

Capitalized terms used in this Privacy Policy have the meanings set forth below.

“Terms of Service”

means Owner’s terms and conditions governing use of the Service, as made available through the Service and as amended from time to time. References in this Privacy Policy to the “Terms of Service,” “Terms,” “User Agreement,” or “Agreement” all refer to the same document and are used interchangeably.

“Application” or “Service”

means the EZCollegeAPP platform and all products, features, tools, content, and functionality made available by Owner, including but not limited to the websites at <https://ezcollegeapp.com>, <https://ezcollegeapp1.com>, and any subdomains thereof; any web or mobile applications; any browser extensions, plug-ins, or similar tools; any application programming interfaces; artificial intelligence and machine-learning features; and any associated software, communications, portals, and functionality, whether now existing or introduced in the future. The terms “Application” and “Service” refer to the same thing and are used interchangeably.

“Contact Channel”

means the mechanism Owner designates from time to time for receiving communications, which Owner may select, change, substitute, add, or remove in its sole discretion for ease of administration. As of the Effective Date, the Contact Channel includes the support email support@ezcollegeapp.com; however, Owner may designate a different or additional contact mechanism at any time, including but not limited to a help center, support portal, in-product form, ticketing system, chat interface, contact form, customer support or customer service platform, or other channel made available through the Service or Owner’s website, and any such mechanism may replace the email address entirely. Where Owner has designated a particular mechanism for a particular type of communication, Users shall use that mechanism. Owner is not obligated to monitor or maintain any single channel indefinitely. Owner does not guarantee any response, response time, or support availability for any inquiry, except to the extent required by applicable law. To the maximum extent permitted by applicable law, Owner is not obligated to respond to, act on, or maintain any record of any communication or inquiry, and in particular is under no obligation to respond to any communication from any person who is not an existing User, except to the extent applicable law requires otherwise.

“Cookie Notice”

means Owner’s notice describing the cookies and similar technologies used in connection with the Service, as made available through the Service and as amended from time to time.

“Inputs”

means any text, data, instructions, messages, interactions, interaction data, or other content

that enters or is generated within the Service’s systems to power its functionalities, including but not limited to content derived from or based on Original User Content, and any other information provided by, generated by, or associated with a User’s use of the Service in any form or medium, including but not limited to chat messages, typed instructions, voice inputs, form entries, search queries, prompts, selections, clicks, navigation paths, session data, behavioral data, processed fields, and extracted data. For clarity, once Original User Content is processed, transformed, or used by any of the Service’s functionalities, it becomes an Input. Similarly, once an Output is used, referenced, displayed, or otherwise fed back into the Service as part of any interaction, including but not limited to AI chat conversations, form auto-fill suggestions, application preview reviews, and document editing sessions, it becomes an Input. The distinction between Original User Content and Inputs exists because, in the event of account deletion or content ownership determination, only unmodified Original User Content as originally uploaded may be unequivocally identified and attributed to a User; Inputs, by their nature, may be inseparable from the Service’s systems, logs, models, and processes, and Owner is not required to identify, extract, or delete them.

“Original User Content”

means the unmodified, underived, original files and documents that a User uploads to the Application, including but not limited to essays, transcripts, recommendation letters, images, PDFs, spreadsheets, and other materials, in the form provided by the User prior to any processing, derivation, or transformation by the Service. Users retain ownership of Original User Content to the extent such content constitutes original expression protectable under applicable law.

“Outputs”

means any content generated by the Service in response to or based on Inputs, including but not limited to draft essays, form suggestions, recommendations, analyses, summaries, evaluations, and any other Service-generated content.

“Owner”

means GyriQAI, Inc., a Delaware corporation with its principal place of business at 210 Spring St, Athens, GA 30602, USA, also referred to as “EZCollegeAPP,” “we,” “us,” or “our.”

“Third-Party Services”

means any product, service, platform, application programming interface, integration, software, tool, or resource provided by a party other than Owner that is integrated with, accessed through, used by, or used in connection with the Service, including but not limited to cloud infrastructure and hosting providers, artificial intelligence and machine-learning providers, analytics and measurement providers, communications providers, customer support and customer service software, affiliate, referral, and marketing platforms and providers, payment processors, and any other third-party product, service, software, platform, or provider used in connection with the Service.

“User”

means any natural person or legal entity that accesses or uses the Service, also referred to

as “you” or “your.”

1.2. 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 Service.

This Privacy Policy supplements our Terms of Service. To the extent any capitalized term is used but not defined in this Privacy Policy, it has the meaning given to it in our Terms of Service.

This Privacy Policy applies to information collected from or about users of the Service, including but not limited to 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.

1.3. Eligibility and Age Restrictions

The Service is intended only for individuals who are at least thirteen (13) years of age, or such higher minimum age as may be required by the laws of their jurisdiction, whichever is greater. The Service is not directed to, and we do not knowingly collect personal information from, anyone under the applicable minimum age. Such individuals are not permitted to use or access the Service under any circumstances.

If we become aware that we have collected personal information from a person under the applicable minimum age, we will delete that information and terminate any related account. We do not offer a mechanism for parental consent to the use of the Service by anyone under the applicable minimum age, and no such use is authorized.

Individuals who are at least 13 but under 18 (or the age of majority in their jurisdiction) may use the Service only with the consent and involvement of a parent or legal guardian. Where the Service is used by or for such an individual, the parent or legal guardian is responsible for providing such consent and involvement and for the information provided in connection with that use.

If you are using the Service on behalf of another person, including but not limited to 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 of Service.

1.4. Categories of Information We Collect

We may collect the following categories of information, including but not limited to the following, to the extent applicable to your use of the Service:

1.4.1. Information You Provide Directly

Information you submit to us directly or through the Service may include, but is not limited to:

- 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 but not limited to 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 but not limited to PDFs, transcripts, forms, spreadsheets, images, and supporting materials;
- communications and support information, including but not limited to the contents of messages sent to us, inquiries, support requests, and survey responses; and
- commercial information, including but not limited to payment, subscription, billing, and transaction-related information, to the extent paid features are offered.

1.4.2. Information Collected Automatically

When you access or use the Service, we may automatically collect certain technical and usage information, including but not limited to:

- 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 but not limited to page views, navigation paths, feature usage, and timestamps; and

- information collected through cookies and similar technologies, as further described in the “Cookies and Tracking Technologies” section below and in our Cookie Notice.

1.4.3. Information Derived From Submitted Content

We may derive or generate information from the content you provide, including but not limited to extracted fields, summaries, categorizations, organizational outputs, recommendations, and similar derived information produced through our tools or AI-assisted features.

1.4.4. Information Received From Third Parties

In the course of providing the Service, we may also receive or obtain information about you from Third-Party Services and other third parties, including but not limited to information exchanged with or returned by our service providers, infrastructure and AI providers, analytics and measurement providers, payment processors, and other parties involved in delivering, securing, or supporting the Service. Such information may include, but is not limited to, processing results, derived or enriched data, transaction and payment-related information, authentication and security signals, and other data generated, returned, or made available through our interactions and data exchanges with such parties. We may combine this information with other information we hold about you.

1.5. Cookies and Tracking Technologies

We and our service providers use cookies and similar technologies to operate, secure, and improve the Service, and to understand how it is used. These may include technologies that are strictly necessary for the Service to function (such as authentication, security, and session continuity), and technologies that help us measure and improve performance.

To the extent required by applicable law, we obtain consent before placing or accessing non-essential cookies or similar technologies. Where and to the extent we make a consent or preference mechanism available, you may use it to manage non-essential technologies; you may also control cookies through your browser settings. Disabling or declining certain technologies may affect the availability or functionality of parts of the Service.

We do not currently use cookies or similar technologies to sell personal information or to build personal profiles for advertising. If our practices change, we will update this Privacy Policy and our Cookie Notice and provide any choices required by applicable law.

For more detail about the technologies we use and the choices available to you, please see our Cookie Notice, which is made available through the Service.

1.6. Sources of Information

We collect information from a variety of sources, including but not limited to:

- 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, contractors, and Third-Party Services acting on our behalf or in connection with the Service;
- from Third-Party Services and other third parties that return, generate, or make available information in the course of our data exchanges and integrations with them; and
- where applicable, from persons authorized by you to use the Service in connection with your account or information.

1.7. How We Use Information

We may use information we collect, receive, derive, or generate for any legitimate business purpose, including but not limited to:

- providing, operating, maintaining, securing, and improving the Service;
- processing and delivering features, including but not limited to AI-assisted features and integrations with Third-Party Services;
- personalizing and developing the Service and new products, features, and functionality;
- processing transactions and managing accounts, subscriptions, and billing;
- communicating with you, including but not limited to service-related and, where permitted, promotional communications;
- detecting, preventing, investigating, and addressing fraud, abuse, security incidents, and violations of our Terms of Service or applicable law; and
- complying with applicable law and enforcing our rights and agreements.

1.8. Sensitive Information

The Service may involve the collection and processing of information that may be considered sensitive under applicable law or in context, including but not limited to 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 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 sensitive information or share it for cross-context behavioral advertising.

1.9. AI-Assisted Processing and Important Disclosures

The Service includes features that use automated tools, including but not limited to artificial intelligence systems, large language models, and related application programming interfaces provided by us and by Third-Party Services.

Such features may be used to, including but not limited 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 our AI and machine-learning models, including but not limited to 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.

1.10. Scope of Processing; On-Device, Browser, and Third-Party-Site Processing

In providing the Service, we collect, process, store, transmit, receive, analyze, parse, extract, translate, transform, and otherwise handle your information through a variety of means and across a variety of environments. These may include, but are not limited to, processing on our systems, processing through Third-Party Services, processing within your own browser, device, or session (including but not limited to through any browser extension, application, or similar tool we make available), and processing in connection with third-party websites, platforms, and portals that you access or use in connection with the Service. Such processing may include, but is not limited to, reading, organizing, reformatting, populating, translating, or otherwise acting on information within forms, fields, pages, or accounts that you access, in any language and in any direction.

The specific features, methods, environments, and Third-Party Services involved in our processing may change over time. We may, at any time and in our sole discretion, introduce, modify, expand, reduce, suspend, discontinue, or remove any feature, method, or means of processing, including but not limited to adding new processing activities, environments, or Third-Party Services, or changing or ceasing existing ones. Whether or not any such feature

or method is offered, changed, or expanded, and regardless of the environment in which processing occurs, the categories of information, purposes, disclosures, retention practices, and other terms described elsewhere in this Privacy Policy continue to apply.

By accessing or using the Service, or by providing information to us or directing the Service to act on information in connection with the Service, you acknowledge and consent to our collection, processing, storage, transmission, and handling of your information as described in this Privacy Policy, including through the means and environments described above, as they may exist now or be introduced, changed, or expanded in the future.

1.11. Disclosure of Information

We do not sell personal information for monetary consideration, and we do not currently share personal information for cross-context behavioral advertising. If our practices change, we will update this Privacy Policy and provide any opt-out choices required by applicable law.

We may disclose information in the following circumstances and to the following categories of recipients, including but not limited to:

1.11.1. Service Providers, Contractors, and Third-Party Services

We may disclose, transmit, or otherwise make available information to vendors, contractors, subprocessors, Third-Party Services, and other service providers that perform services on our behalf or support our business operations, including but not limited to providers of:

- cloud hosting and infrastructure;
- artificial intelligence and language model processing;
- payment processing;
- analytics and performance measurement;
- customer support and communications;
- data storage, logging, security, and monitoring; and
- other technical or operational services reasonably related to providing, securing, or improving the Service.

Such parties may access, process, and return information as necessary to perform services for or in connection with us, subject to applicable agreements. In the course of these interactions, information may be exchanged in both directions, including but not limited to information we transmit to such parties and information such parties generate, return, or make available to us.

1.11.2. Legal Compliance and Protection of Rights

We may disclose information where we determine that disclosure is necessary or appropriate to, including but not limited to:

- comply with applicable law, regulation, subpoena, court order, or lawful governmental request;
- enforce our Terms of Service, 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.

1.11.3. 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.

1.11.4. Business Transfers

We may disclose or transfer information in connection with, or during negotiations of, any merger, acquisition, financing, reorganization, bankruptcy, or sale of all or a portion of our assets, including but not limited to as part of due diligence, subject to applicable law.

1.12. 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.

1.13. 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.

1.14. Data Retention

We retain information, including but not limited to personal information, Original User Content, Inputs, Outputs, derived or generated data, extracted fields, interaction data, aggregated or de-identified data, and any other information collected, received, derived, or generated in connection with the Service, for as long as we deem reasonably necessary to fulfill the purposes described in this Privacy Policy, including but not limited to maintaining accounts and providing, operating, securing, supporting, improving, and developing the Service, or for any longer period required or permitted by applicable law. Different categories of information may be retained for different periods, determined by Owner in its discretion, depending on the nature of the information, the manner in which it is stored or processed, and the purposes for which it is used.

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.

Limitations on deletion. Users may be able to delete or locate certain Original User Content, such as files and documents uploaded by a User, through available functionality, although Owner does not guarantee deletion in all cases, and Original User Content may be retained where it cannot be located, separated, or extracted, including where it is embedded in our systems, models, logs, backups, archives, or Third-Party Services. All other information associated with use of the Service, including but not limited to Inputs, Outputs, derived or generated data, extracted fields, interaction data, aggregated or de-identified data, and information embedded in or processed by our systems, models, logs, backups, archives, or Third-Party Services, may not be individually identifiable, separable, or extractable, and may not be deletable. We will make commercially reasonable efforts to handle deletion in accordance with applicable law, but we are not required to delete, modify, reverse-engineer, or reconstruct any system, model, backup, log, or process in order to locate, isolate, or remove any information. To the maximum extent permitted by applicable law, where any information, including any Original User Content, cannot be located, separated, extracted, or deleted, we are not responsible or liable for any resulting failure or inability to delete such information.

We may retain information for any period where we determine it necessary or appropriate, including but not limited to:

- complying with legal, regulatory, tax, accounting, or recordkeeping obligations;
- resolving disputes, enforcing our agreements, investigating security incidents, prevent-

- ing fraud or abuse, or establishing, exercising, or defending legal rights or claims;
- operating, securing, improving, and developing the Service, including training and improving our models, algorithms, and systems; or
- maintaining backups, archives, logs, and disaster-recovery systems.

We may retain de-identified, aggregated, or anonymized information that does not reasonably identify an individual for any period, including indefinitely, and may use such information for any lawful purpose.

Where we make deletion or content-management functionality available through the Service, Users may use that functionality to delete certain content. We may, but are not obligated to, provide any other method of deletion, and we may satisfy any deletion obligation through available functionality. Where permitted by applicable law, we may delete, de-identify, or anonymize information rather than erasing it. Nothing in this Section limits any deletion or other right that applicable law grants you and requires us to honor; to the extent applicable law requires us to accept and act on a deletion request, you may submit such a request as described in this Privacy Policy, subject to the exceptions and limitations described above.

1.15. User Rights and Choices

The primary way to access, review, update, or delete your information is through your account and the functionality we make available within the Service. Where such functionality is available, you may use it to update or delete certain information directly, and we encourage you to do so. We may direct requests relating to your information to that functionality where appropriate.

Where direct modification or deletion through your account is unavailable or unsuccessful for a particular item, we may, in our discretion, act on the relevant information on the back end, but we are not obligated to provide any manual or alternative method of access, correction, or deletion except to the extent required by applicable law.

To the extent applicable law grants you a right to request access to, correction of, deletion of, or a copy of certain personal information, and requires us to accept and act on such a request, you may submit such a request through the Contact Channel. We may take reasonable steps to verify the identity and authority of any requestor before processing a request.

We will make commercially reasonable efforts to respond to and fulfill valid requests to the extent required by applicable law. However, the rights described above are not absolute and are subject to the exceptions, limitations, and verification requirements permitted or required by applicable law and to the limitations described in the “Data Retention” section above, including but not limited to circumstances in which information is not individually identifiable, separable, or extractable, or in which retention is necessary or permitted. We do not guarantee that any particular request can or will be fulfilled in whole or in part.

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

1.16. 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, but are not limited to, 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 but not limited to targeted advertising, the sale of personal information, the sharing of personal information for cross-context behavioral advertising, or profiling in furtherance of decisions that produce legal or similarly significant effects.

We do not sell personal information for monetary consideration, and we do not currently share personal information for cross-context behavioral advertising or use it for targeted advertising. If our practices change, we will update this Privacy Policy and provide any opt-out mechanism required by applicable law, which may be labeled “Do Not Sell or Share My Personal Information” or “Your Privacy Choices.”

If you wish to exercise rights available to you under applicable U.S. state privacy law, you may, where account functionality is available, use that functionality to access, update, or delete your information directly. Where the law requires us to accept and act on a request, you may submit a request through the Contact Channel. We may request information necessary to verify your identity, residency, and authority to submit the request.

1.17. 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. To the maximum extent permitted by applicable law, we are not responsible or liable for any unauthorized access to, acquisition of, loss of, disclosure of, alteration of, or other compromise of information, regardless of cause, and you use the Service and provide information at your own risk.

You are responsible for maintaining the confidentiality of your account credentials. You may notify us of any suspected unauthorized access, though we are not obligated to provide, monitor, or maintain any particular channel for such notices except as required by applicable law.

1.18. Third-Party Services and External Processing

The Service may rely on, integrate with, or exchange information with Third-Party Services in order to function, including but not limited to third-party technologies, integrations, hosting environments, payment processors, analytics providers, and AI-related service providers. Information submitted through, collected by, or generated in connection with the Service may be processed by, transmitted to, or received from such providers in connection with providing the Service, 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. To the maximum extent permitted by applicable law, we are not responsible or liable for the independent acts, omissions, privacy or security practices, or policies of any third party, or for any breach, unauthorized access, loss, disclosure, alteration, misuse, or other compromise of information by, through, or attributable to any third party, regardless of cause. Your use of, and any information you provide to or that is processed by, any Third-Party Service is at your own risk.

1.19. 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.

1.20. Cross-Border and Jurisdictional Limitations

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.

1.21. 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.