

# Encourage Privacy Policy

*Effective Date: January 1, 2023*

**To download and/or print this Privacy Policy (“Privacy Policy”), [click here](#).** You may also request a copy, or otherwise obtain disability access assistance by calling 1-800-866-7759.

Welcome! This Privacy Policy describes how Encoura, LLC (“**Company**” “**we**,” “**us**,” “**our**,” etc.) collects, uses, and shares information about you, including the choices Company offers with respect to that information, in connection with our Service (defined below), including (a) the Personal Profile Information (defined below) you provide during Registration (defined below), and (b) your use of the Program (defined below).

The “**Program**” refers to the Registration process described below, subsequent updates to your Personal Profile Information, and use of encourageme.com, [encourage.myoptions.org](https://encourage.myoptions.org), [myoptions.org](https://myoptions.org), [mycollegeoptions.org](https://mycollegeoptions.org), [admitted.ly](https://admitted.ly) and/or [admittedly.com](https://admittedly.com) websites and Company mobile apps, and any other online service location (e.g., website or mobile app) that posts a link to this Privacy Policy (collectively the “**Service**”), regardless of how you access or use it, whether via computer, mobile device, consumer electronics device, or otherwise. To the extent we provide you notice on our Service of different or additional privacy policies or practices (e.g., at the point of collection), those additional terms shall govern such data collection and use. Please read those additional privacy disclosures to understand how they apply to you. Learn more about the applicable [State’s Privacy Rights](#). For more information about your right to opt-out, please see our [Notice of Right to Opt-Out](#).

**Registration.** Registration for the Program consists of the completion and submission of a form distributed to U.S. secondary schools, directly accessing the Program online via the Service and completing an online form or other methods that may be provided by us. By registering for the Program, you acknowledge and accept the Service’s Privacy Policy and consent to the collection and use of your data in accordance with this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of a Registration form or Service information collection page. If you do not agree and consent, do not participate in the Program or access or use the Service. Our Program is entirely voluntary and not required by your district, school, or any agency.

**Personal Profile Information.** Your Personal Profile Information means the Personal Information (defined below) and Demographic Information (defined below) you provide when registering for the Program, and any updates you or we make to your Personal Profile Information, including information that is provided to us by one of our affiliates.

By viewing, accessing, registering, creating an account, disclosing information to us, or otherwise using the Program, you agree to our [Terms of Use](#) and consent to our collection, use and disclosure practices, and other activities as described in this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of the Program. By providing Registration information, or Personal Profile Information, or otherwise participating in the Program, you are authorizing Company to share your Personal Profile Information with our parent company, ACT, Inc. ACT, Inc. may use your Personal Profile Information in accordance with their separate privacy policies and terms of use. If you do not agree or consent to this, do not participate in the Program, and uninstall the Program downloads and applications. If you terminate your Program participation or account, that will not affect any participation or account you have with ACT, Inc. Please go to the ACT, Inc. website at [www.act.org](http://www.act.org) to learn more about how to manage your ACT, Inc. account.

**Our Data Practices.** The most important benefit of registering for the Program is that we use and share your information to help you connect with colleges, universities, and other providers of Education-related Products and Services (defined below) so you can receive information and resources directly from them and through this Program. Information you and your family may receive includes information from colleges and universities, as well as other Education-related Products and Services such as: (a) student loans and financial aid, college admissions and tutorial services, extra-curricular enrichment and recognition programs; (b) career, employment and military opportunities; and (c) camps from non-profit organizations, companies offering educational products & services, and government agencies. Company will not share your Personal Profile Information with commercial marketers for the purpose of offering to sell you non-Education-related Products and Services without your consent. For more information on our data practices, read this entire Privacy Policy.

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## **1. Our Commitment to the Protection of Student Information and Privacy**

## A. Determining Appropriate Educational Use

The primary mission of Company is to facilitate connections between registered students and colleges and universities. Any other education-related organizations wishing to connect with registered users of the Program are individually reviewed to determine whether they offer a “redeeming educational value” AND fit in one of the following approved categories defined within the Elementary and Secondary Education Act (ESEA) and other applicable law:

- Financial planning, student loans, and scholarships
- Enrichment opportunities such as travel programs, camps, extra-curricular activities, and conferences
- Curriculum materials, books, Internet-based educational programs, and educational magazines providing low-cost literary products
- Academic assistance, remedial help, and preparation for college-entrance examinations
- Recognition for high levels of performance
- Participation in community service
- Learning about civic responsibilities
- Employment, career options, and the military

Collectively, the purposes set forth above in this section are “**Education-related Products and Services.**” The Program also utilizes users’ profiles and behavior for research purposes to get a better understanding of the educational system.

## 2. Collection of Information

### A. Information You Provide

The Program, Company, and/or our Service Providers (defined below), may collect information you provide directly to us and/or our Service Providers via the Program. For example, we collect information when you use or register for the Service, subscribe to notifications, post on the Service, participate in activities, or communicate or transact with us through the Program. In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties. For more information on Service Provider data collection and practices, see Section 4 below. For more information on Third-Party Services’ data collection and practices, see Section 5 below.

The Program, Company, our Service Providers, and/or Third-Party Services, may collect information that may include: (i) personally identifiable information, which is information that identifies you personally (e.g., first and last name, email address, phone number, and address) (“**Personal Information**”); and (ii) demographic information (e.g., gender, age, ZIP code and interests) (“**Demographic Information**”). Except to the extent required by applicable law, Demographic Information is “non-Personal Information” (i.e., data that is not Personal Information under this Privacy Policy). In addition, Personal Information, including without limitation, Personal Profile Information, once “de-identified” (i.e., the removal, obscuring or modification of personal identifiers to make data no longer personally identifiable, including through anonymization, pseudonymization or hashing) is also non-Personal Information and may

be used and shared without obligation to you, except as prohibited by applicable law. Except as required by applicable law, we make no assurances that the de-identified data is not capable of re-identification. To the extent any non-Personal Information is combined by or on behalf of Company with Personal Information Company itself collects directly from you via the Service, we will treat the combined data as your Personal Profile Information under this Privacy Policy. The definition of “personal information” under certain state laws differs from the definition of Personal Information used in this Privacy Policy. California and Nevada residents can learn more about their privacy rights [here](#).

## **B. Information Collected Automatically**

The Program, Company, our Service Providers, and/or Third Party Services, may also automatically collect certain information about you when you access or use the Service, and/or visit third party services (“**Usage Information**”). Usage Information may include IP address; device identifier; browser type; operating system; information about your use of the Service; and data regarding network connected hardware (e.g., computer or mobile device). Except to the extent required by applicable law, or to the extent Usage Information is combined by or on behalf of Company with Personal Profile Information, we do not consider Usage Information to be Personal Profile Information. For more information on Service Provider data collection and practices, see Section 4 below. For more information on Third-Party Services’ data collection and practices, see Section 5 below.

The methods that may be used on the Service to collect Usage Information include:

### **i. Log Information**

Log information is data about your use of the Service, such as IP address, browser type, Internet service provider, referring/exiting pages, operating system, date/time stamps, and related data, which may be stored in log files or otherwise.

### **ii. Information Collected by Cookies and Other Tracking Technologies**

Cookies, web beacons (also known as “tracking pixels”), embedded scripts, location-identifying technologies, fingerprinting, device recognition technologies, in-app tracking methods and other tracking technologies now and hereafter developed (“**Tracking Technologies**”) may be used to collect information about interactions with the Service or emails, including information about your browsing and activity behavior.

#### **a. Cookies**

A cookie is a small text file that is stored on a user’s device, which may be session ID cookies or tracking cookies. Session cookies make it easier for you to navigate the Service and expire when you close your browser. Tracking cookies remain longer and helps in understanding how you use the Service and enhance your user experience. Cookies may remain on your hard drive for an extended period of time. If you use your browser’s method of blocking or removing cookies, some, but not all types of cookies may be deleted and/or blocked and as a result, some features

and functionalities of the Service may not work. The Service may associate some or all these types of cookies with your devices.

You can exercise control over browser-based cookies. Please see the section regarding Tracking Technologies below for more information.

### **b. Web Beacons (“Tracking Pixels”)**

Web beacons are small graphic images, also known as “Internet tags” or “clear gifs,” embedded in web pages and email messages. Web beacons may be used, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count content views.

### **c. Embedded Scripts**

An embedded script is programming code designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from our web server, or from a third party with which we work, and is active only while you are connected to the Service and deleted or deactivated thereafter.

### **d. Location-identifying Technologies**

GPS (global positioning systems) software, geo-filtering and other location-aware technologies locate (sometimes precisely) you for purposes such as verifying your location and delivering or restricting content based on your location.

### **e. Fingerprinting**

Collection and analysis of information from your device, such as, without limitation, your operating system, plug-ins, system fonts and other data, are for purposes of identification and/or tracking.

### **f. Device Recognition Technologies**

Technologies, including application of statistical probability to data sets, as well as linking a common unique identifier to different device use (e.g., Facebook ID), attempt to recognize or make assumptions about users and devices (e.g., that a user of multiple devices is the same user or household).

### **g. In-app Tracking Methods**

There are a variety of Tracking Technologies that may be included in mobile applications, and these are not browser-based like cookies and cannot be controlled by browser settings. Some use device identifier, or other identifiers such as “Ad IDs” to associate app user activity to a particular app and to track user activity across apps.

Some information about your use of the Service and certain other online services may be subject to Tracking Technologies and used by the Company and third parties for purposes such as associating different devices that you use to deliver relevant ads and/or other content to you on the Service and on other online services. Please see the section regarding Tracking Technologies below for more information.

### **C. Information Company Collects from Partners and Other Sources**

We may also obtain information about you from other sources, including affiliates, Service Providers, and Third-Party Services. Notwithstanding anything to the contrary, except for such data combined by or on behalf of the Company with your Personal Profile Information, this Privacy Policy is not intended to limit our activities regarding such third-party sourced, or non-Service-sourced information (including Personal Information) and limitations on our activities regarding your Personal Profile Information (e.g., on sharing) described in this Privacy Policy do not apply. Company and/or Program is not responsible or liable for the accuracy of the information provided by third parties or for third-party policies or practices.

## **3. Use of Information**

We may use information about you, including Personal Profile Information and other Personal Information, for purposes as permitted by applicable law and in a manner not inconsistent with this Privacy Policy, or written statements we have made when collecting Personal Information from you, including, without limitation, the following:

- Allow you to participate in the features and services we offer
- Facilitate, manage, personalize, and improve your experience;
- Process your Registration, analyze your interests and/or fulfill your requests;
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising and send you notices;
- Improve the Service and for any other internal business purposes;
- Tailor our content, resources and offers;
- Fulfill other purposes disclosed at the time you provide Personal Information or otherwise where we have a legally permitted purpose or are required to do so; and
- Prevent and address fraud, breach of policies or terms, and threats or harm.

## **4. Sharing of Information**

We may share non-Personal Information and Personal Information that is not deemed your Personal Profile Information hereunder, with third parties for any purpose as permitted by applicable law and not inconsistent with this Privacy Policy or written statements we have made when collecting Personal Information from you. The sharing of your Personal Profile Information is, however, subject to the following:

### **A. Education-related Products and Services**

We share your information with our affiliates to provide to colleges, universities and others that offer Education-related Products and Services. A value of this is that you may receive information and/or offers from colleges, universities and others that offer Education-related Products and Services. Absent your consent, however, (which may be by means of third party interaction described in the next subsection) we will not share your Personal Profile Information with third parties for their own direct marketing of non- Education-related Products and Services.

## **B. Your Disclosure or Consent**

As more fully described in Section 5 (Co-branded Pages, Third Party Services, Advertising and Analytics), your activities on the Service may, by their nature, result in the sharing of your Personal Information, including Personal Profile Information, with third parties, and by engaging in these activities you consent to that and further sharing, and your Personal Information, including Personal Profile Information, may be disclosed to third parties. Such third party data receipt and collection is subject to the privacy and business practices of that third party, not Company. Further, if you post content on publicly available portions of our Service, that content will be available for view and use by us and third parties, will be non-confidential and you consent to the unlimited use and sharing of it by us or third parties; provided, however, that California minors may have certain post removal rights for content they post on our Service. See “Children” at Section 8 for more information. For more information on our rights to use and share the content you publicly post on the Service, see Section 2 of our Terms of Use.

## **C. Corporate Transactions**

We may share your Personal Profile Information and other information, including without limitation, your non-Personal Information and Personal Information that is not Personal Profile Information, in connection with or during negotiations of, any proposed or actual merger, purchase, sale, joint venture or any other type of acquisition or business combination of all or any portion of our assets, or transfer of all or a portion of our business to another company (“**Corporate Transactions**”).

## **D. Other**

We may also share any information about you (including, without limitation, your Personal Profile Information) for any purposes not inconsistent with this Privacy Policy or a written statement made by us at the time of collection, or otherwise not prohibited by applicable law, including without limitation:

- To our agents, vendors, consultants, and other service providers (collectively “**Service Providers**”) who may receive, or be given access to your information, including without limitation, Personal Information, Demographic Information, and Usage Information, in connection with their work on our behalf, provided however, we do not authorize our Service Providers to use Personal Profile Information provided by us to the Service Providers to send you direct marketing messages, other than as part of our Program related to Education-related Products and Services, absent your consent. Service Providers may associate their own Tracking Technologies with you to collect information

from you. For more information on Tracking Technologies and your choices regarding them, read Section 2 and Section 11.

- We and third parties may convert your Personal Profile Information and your Personal Information to non-Personal Information, including without limitation through hashing it or substituting a unique identifier for the personal information and we and third parties may use and share that data as permitted by applicable law, including to match data attributes from other sources and to send targeted advertisements. For your options regarding targeted advertising, see Section 11.B. For such practices by third parties, consult their privacy policies.
- To comply with the law, law enforcement, or other legal processes, and in response to a government request.
- To our affiliated entities.
- If we believe your actions are inconsistent with our terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of Company, yourself or others, the Service or its users, or any third party.

## 5. Sweepstakes, Contests, and Promotions

Company may offer sweepstakes, contests, and other promotions (each, a “**Promotion**”), including Promotions jointly sponsored or offered by third parties, which may require submitting Personal Profile Information. If you voluntarily choose to enter a Promotion, your information, including Personal Profile Information, may be disclosed to Company, co-sponsors, Service Providers, and other third parties, including for administrative purposes and as required by law (e.g., on a winners list). By entering, you are agreeing to the official rules that govern that Promotion, which may include consent to additional or differing data practices from those contained in this Privacy Policy. Please review those rules carefully.

## 6. Co-branded Pages, Third Party Services, Advertising and Analytics

From time to time, our Service may include co-branded pages, or sections of a page, related to one of our marketing partners. We will try to show clearly, by placing our marketing partner’s name or logo in a prominent place or otherwise indicate whether a page, or section of a page, is co-branded. If you provide your information on or through one of these co-branded opportunities, the information you submit (which may include pulling from your Personal Profile Information if you elect to do so) may be shared by you with that marketing partner, and it may associate its own Tracking Technologies with you. In such case, that third party’s privacy policy and its terms and conditions of use apply to you with respect to that third party. Some of these marketing partners may be commercial marketers, or have relationships with commercial marketers, so by sharing your information with them, you may be consenting to receive direct marketing that is not restricted to Educational-related Products and Services. The Service may also include hyperlinks to or include on or in connection with the Service (e.g., apps and plug-ins), websites, locations, platforms, applications or services operated by third parties (“**Third Party Service(s)**”). These Third-Party Services may use their Tracking Technology to independently collect information about you and may solicit Personal Information from you. Certain functionalities on the Service permit interactions that you initiate between the Service and certain Third-Party Services, such as third-party social networks (“**Social Features**”).



Examples of Social Features include: enabling you to send content such as contacts and photos between the Service and a Third Party Service; “liking” or “sharing” our content; logging in to the Service using your Third Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third-Party Services, the information you post or provide access to may be publicly displayed on the Service or by the Third Party Service that you use. Similarly, if you post information on a third-party service that references the Service (e.g., by using a hashtag associated with Company in a tweet or status update), your post may be used on or in connection with the Service or otherwise by us. In addition, both Company and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

Our Service may engage and work with Service Providers and other third parties to serve advertisements on the Service, and/or on third-party services. Some of these ads may be tailored to your interests based on your browsing of the Service and elsewhere on the Internet over time, sometimes referred to as “interest-based advertising” and “online behavioral advertising” (“**Interest-based Advertising**”), which may include sending you an ad on a third party service after you have left the Service (i.e., “retargeting”). See Section 11 for information on certain choices offered by third parties regarding Interest-based Advertising.

Our Service may use Google Analytics and other Service Providers for analytics services. These analytics services may use cookies and other Tracking Technologies to help us analyze Service users and how they use the Service. Information generated by these services (e.g., your IP address and other Usage Information) may be transmitted to and stored by these Service Providers on servers in the U.S. (or elsewhere) and these Service Providers may use this information for purposes such as evaluating your use of the Service, compiling statistic reports on the Service’s activity, and providing other services relating to Service activity and other Internet usages. See Section 11 for information on certain choices offered by Google Analytics and other third parties regarding analytics.

Except to the extent we combine information from Service Providers, Third-Party Services or other third parties with Personal Profile Information, in which case we will treat the combined information as Personal Profile Information under this Privacy Policy (See Section 2. C), data obtained by us from a third party, even in association with the Service, is not subject to our limitations regarding Personal Profile Information under this Privacy Policy. Otherwise, the information collected, stored, and shared by third parties remains subject to their privacy policies and practices, including whether they continue to share information with us, the types of information shared, and your choices on what is visible to others on third-party services.

Except as required by applicable law, we are not responsible for and make no representations regarding the policies or business practices of any third parties, including without limitation, analytics Service Providers and Third- Party Services associated with the Service, and encourage you to familiarize yourself with and consult their separate privacy policies and terms of use. See Section 11 for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and Analytics.

## **7. Data Security and Monitoring**

We take reasonable measures to protect Personal Profile Information from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. Nevertheless, transmission via the internet and online digital storage are not completely secure and we do not guarantee the security of your information. To help protect you and others, we and our Service Providers may (but make no commitment to) monitor use of the Service, and may collect and use related information including Personal Profile Information and other Personal Information for all purposes not prohibited by applicable law or inconsistent with this Privacy Policy or a written statement made by us at the time of collection, including without limitation, to identify fraudulent activities and transactions; prevent abuse of and investigate and/or seek prosecution for any potential threats to or misuse of the Service; ensure compliance with the [Terms of Use](#) and this Privacy Policy; investigate violations of or enforce these agreements; improve the Services and your Service experiences; and otherwise to protect the rights and property of Company and its affiliates, and their partners and members. Monitoring may result in the collection, recording, and analysis of online activity or communications through our Service. If you do not consent to these conditions, you must discontinue your use of the Service.

## **8. International Transfer**

The Program is based in the U.S. and the information we and our Service Providers collect is governed by U.S. law. If you are accessing the Service from outside of the U.S., please be aware that information collected through the Service may be transferred to, processed, stored and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing and storage of your information, including Personal Information, in the U.S. as set forth in this Privacy Policy.

## **9. Children**

The Service is intended for a general audience and not directed to children less than 13 years of age. The Program does not intend to collect personal information as defined by the U.S. Children's Online Privacy Protection Act ("COPPA") (Children's Personal Information) in a manner that is not permitted by COPPA. If you are a parent or guardian and believe we have collected Children's Personal Information in a manner not permitted by COPPA, please contact us at [privacy@encourageme.org](mailto:privacy@encourageme.org) and we will remove such data to the extent required by COPPA. Any California residents under the age of eighteen (18) who have registered to use the Service, and who posted content or information on the Service, can request removal by contacting Company at [privacy@encourageme.org](mailto:privacy@encourageme.org) with a message detailing where the content or information is posted and attesting that you posted it. Company will then make reasonable good-faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified to the extent required by applicable law. This removal process cannot ensure complete or comprehensive removal. For instance, third parties may have republished or archived content by search engines and others that Company does not control.

## **10. Accessing and Changing Your Information**

We may provide web pages or other mechanisms allowing you to delete, correct or update your Personal Profile Information. California minors should review Section 9 above titled “Children’s Privacy” to learn more about how to request the removal of certain content they have posted on the Service. We will make good faith efforts to make requested changes in Company’s then-active databases as soon as practicable, but it is not always possible to completely change, remove or delete all of your information or postings from our databases and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law.

## **11. Choices Regarding Your Information**

### **A. Tracking Technologies Generally**

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options so you may need to set them separately. Please be aware that if you disable or remove these technologies, some parts of the Service may not work and that when you revisit the Service, your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations. App-related Tracking Technologies in connection with non-browser usage (e.g., most functionality of a mobile app) can only be disabled by uninstalling the app. To uninstall an app, follow the instructions from your operating system or handset manufacturer. Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no consensus among industry participants as to what “Do Not Track” means in this context. Like many online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you can visit [here](#), but we are not responsible for the completeness or accuracy of this third party information. Some third parties, however, may offer you choices regarding their Tracking Technologies. One way to potentially identify cookies on our Site is to add the free [Ghostery plug-in](#) to your browser, which according to Ghostery will display for you traditional, browser-based cookies associated with the websites (but not mobile apps) you visit and privacy and opt-out policies and options of the parties operating those cookies. The Program is not responsible for the completeness or accuracy of this tool or third party choice notices or mechanisms. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

### **B. Analytics and Advertising Tracking Technologies**

Analytics and Advertising Tracking Technologies You may exercise choices regarding the use of cookies from Google Analytics by going [here](#) or downloading the Google Analytics Opt-out Browser Add-on. You may choose whether to receive Interest-based Advertising by submitting opt-outs. Some of the advertisers and Service Providers that perform advertising-related services for us and our partners may participate in the Digital Advertising Alliance’s (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit [here](#) to conduct a DAA Web

Browser Check and [here](#) for information on the DAA’s opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, see [here](#). Please be aware that, even if you are able to opt-out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use a different device or web browser or use a non-browser-based method of access (e.g., mobile app), your NAI/DAA browser-based opt-out may not, or may no longer, be effective. Company is not responsible for the effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs. However, we support the ad industry’s [Self-regulatory Principles for Online Behavioral Advertising](#) and expect that ad networks we directly engage to serve you Interest-based Ads will do so as well, though we cannot guarantee their compliance.

### **C. Mobile Apps**

With respect to our mobile apps (“**App(s)**”), you can stop all collection of data generated by use of the App by uninstalling the App. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based or other services, by adjusting the permissions in your mobile device or in the App settings. However, other means of establishing or estimating location in connection with Service use (e.g., IP address, connecting to or proximity to Wi-Fi, Bluetooth, beacons, or networks, etc.) may persist. See also the prior section regarding the DAA’s mobile Interest-based Advertising choices. To learn more about how you can control location permissions using your mobile device’s operating system settings, please visit the link below that is most applicable to the device you are using:

- Android (6.0 and above): <https://support.google.com/googleplay/answer/6270602?hl=en>
- Android (earlier versions): <https://support.google.com/googleplay/answer/6014972>
- iOS: <https://www.apple.com/legal/privacy/data/en/location-services/>

### **D. Communications**

You can opt-out of receiving certain promotional email communications from us at any time by following the instructions provided in emails to click on the unsubscribe link, or if available, by changing your communication preferences by logging onto your account. Please note that your opt-out is limited to the email address connected to your account and will not affect subsequent subscriptions. If you opt-out of only certain communications, other subscription communications may continue. Even if you opt-out of receiving promotional communications, we may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or our ongoing business relations.

You may turn off the app push notifications through your device settings and/or the app settings, as applicable.

By providing a phone number you consent to be contacted at that number, including promotional phone calls related to us and educational-related companies we think you may find of interest, and administrative texts regarding the Program or Service that do not include advertising messages. For promotional calls, you may opt-out of pre-recorded calls by following the automated prompts and for live promotional calls you may opt- out by telling the operator. Such an opt-out will prospectively end our promotional calls to you, and we will no longer share your number with educational-related companies for their promotional calling, unless you subsequently opt back in. However, you will need to opt-out of any educational-related companies that received your number prior to your opting out with us directly with those third parties. For text messages, you may withdraw consent by replying “STOP” to our texts, but if you thereafter provide a number to receive texts you will have opted back in. We may offer separate text subscription programs for different purposes, in which case you must opt-out of each one separately. If you have provided multiple numbers, you must opt- out of each number separately. These calls and texts may be made using autodialers and/or pre-recorded messages. You are not required to consent as a condition of purchasing any property, goods or services and no purchase is necessary to subscribe. Calls from or to us may be recorded; if you do not consent to call recording, discontinue the call.

## **12. Your State Specific Privacy Rights**

Some state’s residents have certain privacy rights detailed in our [State Privacy Notice](#). To the extent that there is a conflict between this Privacy Policy and our State Privacy Notice, the State Privacy Notice will control as to residents of the applicable states. Consumers can submit a request to exercise personal data rights, such as Do Not Sell Requests, under the applicable state’s privacy policies as follows:

- If a consumer is requesting information about their data, use our [Consumer Rights Request page](#)
- If an authorized representative is requesting information about someone else’s data, use our [Authorized Agent Request page](#)
- You may also call us at 1-877-360-0833 or email us at [privacy@encoura.org](mailto:privacy@encoura.org), and respond to any follow-up inquiries we may make.

## **13. Changes to Privacy Policy**

We reserve the right to revise and reissue this Privacy Policy at any time. Any changes will be effective immediately upon posting of the revised Privacy Policy, but material changes will only apply prospectively, and we will not use previously collected Personal Information in a way materially different than the Privacy Policy in effect at the time of collection, unless you otherwise consent. Your continued use of the Program or Service indicates your consent to the Privacy Policy then posted. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable. If you do not agree, discontinue use of the Service and uninstall Service downloads.

## **14. Contact Us**

If you have any questions related to this Privacy Policy, please contact us at [privacy@encoura.org](mailto:privacy@encoura.org) or by calling 1-800-866-7759.