

Privacy Policy

Effective Date: October 11, 2021.

I. Introduction and Overview

This Privacy Policy describes how Encoura, LLC (“**Encoura**®,” “**we**,” “**our**,” or “**us**”) collects, uses, and shares information about you and applies to your use of any online service location that posts a link to this Privacy Policy and all features, content, and other services that we own, control and make available through such online service location (collectively, the “**Service**”). This Privacy Policy does not apply to our information collection activities offline or otherwise outside of our Service (unless otherwise stated below or at the time of collection).

By using our Service, 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. You also agree that we may use enrollment data provided by you as set out in our Enrollment Agreement. If you do not agree and consent, discontinue use of the Service.

II. Information Collection

A. Information You Provide to Us

We collect information you provide directly to us via the Service. For example, we collect information when you register an account, provide your enrollment goals, update your college profile information, place an order with us, contact customer support, or otherwise communicate or transact with us through the Service.

The information we collect may include Personal Information. “**Personal Information**” is information that can be used to identify you and/or any other

individuals (whether alone or in combination), such as your first and last name, email address, phone number, billing address, shipping address, payment card information, and any other information you choose to provide. You may choose to voluntarily submit certain other information to us through the Service, including Personal Information, but you are solely responsible for your own Personal Information in instances where we have not requested that you submit such information to us.

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. We make no assurances that the de-identified data is no capable of re-identification.

B. Information We Collect Automatically.

We and our Service Providers may automatically collect certain information about you when you access or use our Service (“**Usage Information**”). Usage Information may include your IP address, device identifier, Ad ID, browser type, operating system characteristics, data regarding network connected hardware (e.g., computer or mobile device), and information about your use of our Service, such as the time and duration of your visit and how you arrived at our Service. Except to the extent required by applicable law, Encoura does not consider Usage Information to be Personal Information. However, Usage Information may be combined with your Personal Information. To the extent that we combine Usage Information with your Personal Information, we will treat the combined information as Personal Information under this Privacy Policy.

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

- **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.
- **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.

- **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 help 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. A Flash cookie (or locally shared object) is a data file that may be placed on a device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your device. HTML5 cookies can be programmed through HTML5 local storage. Flash cookies and HTML5 cookies are locally stored on your device other than in the browser, and browser settings won’t control them. To identify certain types of locally shared objects on your computer, visit your settings and make adjustments. The Service may associate some or all of these types of cookies with your devices.
- **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 our Service, to monitor how users navigate the Service, and to count how many particular articles or links were actually viewed.
- **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.
- **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.
- **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.

- **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).
- **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 identifiers, or other identifiers such as “Ad IDs” to associate app user activity to a particular app.

We are giving you notice of the Tracking Technologies and your choices regarding them explained in the “Analytics Services, Advertising, and Online Tracking” and “Your Choices” sections below, so that your consent to encountering them is meaningfully informed and to track user activity across apps.

C. Information from Other Sources

We may also obtain information about you from other sources and combine that with information we collect about you. To the extent we combine such third-party-sourced information with Personal Information we collect directly from you on the Service, we will treat the combined information as Personal Information under this Privacy Policy. We are not responsible for the accuracy of the information provided by third parties or third party practices.

III. Use of Information

We may use information about you for any purposes not inconsistent with our statements under this Privacy Policy or prohibited by applicable law, including to:

- Register and service your account;
- Fulfill, confirm, and communicate with you regarding your transactions and data delivery;
- Respond to your comments, questions, and requests, and provide customer service;
- Send you technical notices, updates, security alerts, information regarding changes to our policies, and support and administrative messages;

- Prevent and address fraud, breach of policies or terms, and threats or harm;
- Monitor and analyze trends, usage, and activities;
- Conduct research, including focus groups and surveys;
- Improve our Service or other Encoura websites, applications, marketing efforts, products and services; and
- Send you advertisements and communicate with you regarding our and third-party products, services, offers, promotions, rewards and events we think you may be interested in (for information about how to manage these communications, see “Your Choices” below).

We may also use enrollment data provided by you as set out in our Enrollment Agreement.

IV. Sharing of Information

Our agents, vendors, consultants, and other service providers (collectively “**Service Providers**”) may receive, or be given access to your information, without limitation, Personal Information and Usage Information, in connection with their work on our behalf. We may also share information about you as follows:

- To comply with the law, law enforcement or other legal process, and except as prohibited by applicable law, in response to a government request;
- To protect the rights, property, life, health, security and safety of us, the Service or any third party;
- In connection with, or during negotiations of, any proposed or actual merger, purchase, sale 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;
- With our affiliates for internal business purposes, such as updating your institution’s profile on affiliate online services and delivering college matches to users of our affiliate online services;
- With our affiliates, business partners, and other third parties for their own business purposes, including direct marketing purposes (California residents have certain rights set forth in “Your California Privacy Rights” below);
- For a purpose disclosed elsewhere in this Privacy Policy, or at the time you provide Personal Information; and

- With your consent or at your direction.

Without limiting the foregoing, in our sole discretion, we may share aggregated information which does not identify you or de-identified information about you with third parties or affiliates for any purpose as permitted by applicable law. Without limiting the generality of the foregoing, we and third parties may convert 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 IX.C](#). For such practices by third parties, consult their privacy policies.

V. Sweepstakes, Contests, Promotions

We may offer sweepstakes, contests, surveys, and other promotions (each, a “**Promotion**”) jointly sponsored or offered by third parties that may require submitting Personal Information. If you voluntarily choose to enter a Promotion, your Personal Information may be disclosed to third parties for administrative purposes and as required by law (e.g., on a winners list). By entering, you agree to the official rules that govern that Promotion, and may, except where prohibited by applicable law, allow the sponsor and/or other parties to use your name, voice and/or likeness in advertising or marketing materials.

VI. Information You Disclose Publicly or to Others

The Service may permit you to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information for public availability (collectively, “**User Content**”), such as on message boards, and in association with your account. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Please keep in mind that if you share User Content, others have the ability to access and share it with third parties. Encoura is not responsible for the privacy, security, accuracy, use, or misuse of any User Content that you disclose or receive

from third parties via our Service. See also the section on Third-Party Services and Social Features below.

VII. Third-Party Services and Social Features

Our Service includes hyperlinks to, or may include on or in connection with our Service, websites, locations, platforms, or services operated by third parties (“**Third-Party Service(s)**”). These Third-Party Services may use their own cookies, web beacons, embedded scripts, location-identifying technologies, in-app tracking methods, and other Tracking Technologies 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 “liking” or “sharing” our content and otherwise connecting our Service to a Third-Party Service. If you use Social Features, and potentially other Third-Party Services, information you post or provide access to may be publicly displayed on our Service or by the Third-Party Service that you use. Similarly, if you post information on a Third-Party Service that references our Service (e.g., by using a hashtag associated with Encoura in a tweet or status update), your post may be used on or in connection with our Service. Also, both Encoura and the third party may have access to certain information about you and your use of our Service and the Third-Party Service. To the extent we combine information from Third-Party Services with Personal Information we collect directly from you on the Service, we will treat the combined information as Personal Information under this Privacy Policy.

The information collected and stored by third parties like Instagram and Twitter remains subject to their privacy 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. We are not responsible for and make no representations regarding the policies or business practices of any third parties or Third-Party Services and encourage you to familiarize yourself with and consult their privacy policies and terms of use.

VIII. Analytics Services, Advertising, and Online Tracking

We may engage and work with third parties to serve advertisements on our behalf on the Service and/or on third-party services and to provide analytics services about the use of our Service and the performance of our ads and content on third-party services. In addition, we may participate in online advertising networks and exchanges that display relevant advertisements to our Service visitors, on our Service and on third-party services and off of our Service, based on their interests as reflected in their browsing of the Service and certain third-party services. These entities may use cookies and other Tracking Technologies to automatically collect information about you and your activities, such as registering a unique identifier for your device and tying that to your online activities on and off of our Service. We may use this information to analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on the Service and third-party services and better understand your online activity.

Some information about your use of the Service and certain third-party services may be collected using Tracking Technologies across time and services and used by Encoura and third parties for purposes such as to associate different devices you use, and deliver relevant and retargeted ads (“**Interest-based Ads**”) and/or other content to you on the Service and certain third-party services.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note there is not yet an industry consensus as to what site and app operators should do with regard to these signals. Accordingly, we do not monitor or take action with respect to “Do Not Track” signals or other mechanisms. For more information on “Do Not Track,” visit <http://www.allaboutdnt.com>.

You may have certain choices regarding Tracking Technologies as explained in the next section.

IX. Your Choices

A. Accessing and Changing Information

You may access, review, correct, and update certain account information you have submitted to us by contacting us [here](#). We will make a good faith effort to make the changes in Encoura then-active databases as soon as practicable, but it may not be possible to completely change your information. We reserve the right to retain data

as required by applicable law; and for so long as reasonably necessary to fulfill the purposes for which the data is retained as permitted by applicable law (e.g., business records).

B. 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. Also, tools from commercial browsers may not be effective with regard to Flash cookies (also known as locally shared objects), HTML5 cookies or other Tracking Technologies. For information on disabling Flash cookies, go to Adobe's website <http://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html>. 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. With respect to our mobile applications, you can stop all collection of information via the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain location-based services, by adjusting the permissions in your mobile device.

C. Analytics Services and Interest-based Ads

Certain companies may participate in the Digital Advertising Alliance (“**DAA**”) AdChoices Program and may display an Advertising Option Icon for Interest-based Ads that links to an opt-out tool which allows you to exercise certain choices regarding targeting. You can learn more about the DAA AdChoices Program at <http://www.youradchoices.com/> and its opt-out program for mobile apps at <http://www.aboutads.info/appchoices>. In addition, certain advertising networks and exchanges may participate in the Network Advertising Initiative (“**NAI**”). NAI has developed a tool that allows consumers to opt out of certain Interest-based Ads delivered by NAI members' ad networks. To learn more about opting out of such targeted advertising or to use the NAI tool, see <http://www.networkadvertising.org/choices/>. Please be aware that such opt-outs do not affect non-targeted ads. We are 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 2009 Self-regulatory Principles for Online Behavioral Advertising available at <http://www.iab.net/media/file/ven-principles-07-01-09.pdf> and expect that ad networks Encoura directly engages to serve you Interest-based Ads will do so as well, though we cannot guaranty their compliance.

D. Communications

You can opt out of receiving certain promotional communications (e.g., emails, push notifications) from us at any time by (i) for promotional emails, following the instructions as provided in emails to click on the unsubscribe link or by sending an email to us [here](#) with the word UNSUBSCRIBE in the subject field of the email; and (ii) for push notifications or in-app messages, adjusting the permissions in your mobile device. Please note that your opt-out is limited to the email address or device used and will not affect subsequent subscriptions or non-promotional communications, such as such as administrative and service announcements.

X. Your California Privacy Rights

California residents have additional rights as explained [here](#).

XI. Children's Privacy

Our Service is not intended for nor targeted toward children under the age of thirteen (13). We do not knowingly collect personal information as defined by the U.S. Children's Online Privacy Protection Act ("COPPA") from children under the age of thirteen (13), and if we learn that we have collected such information, we will delete the information in accordance with COPPA. If you are a child under the age of thirteen (13), you are not permitted to use the Service and should not send any information about yourself to us through the Service. If you are a parent or guardian and believe we have collected information in a manner not permitted by COPPA, please contact us [here](#). California minors should see Section X above regarding potential removal of certain UGC they have posted on the Service.

XII. Data Security

We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

Nevertheless, transmissions via the Internet are not completely secure and we cannot guarantee the security of your information collected through our Service.

XIII. International Transfer.

We are based in the U.S.A. and the information we 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.

XIV. Changes to this 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. Subject to applicable law, your continued use of our Service indicates your consent to the privacy policy posted. Your continued use of the Service indicates your consent to the Privacy Policy then posted. If you do not agree, discontinue use of the Service, and uninstall Service downloads and applications.

XV. Contact Us

For any requests relating to your Personal Information, or if you have any questions about this Privacy Policy, please contact us by email [here](#) or by postal mail at Encoura, 701 Brazos, 5th Floor, Austin, TX 78701.