

Terms and Conditions of Service

Welcome to UmmlA, operated by Tu Clase, Tu País. We provide teachers and school staff (collectively, "Educators") with online access to generative artificial intelligence tools through our website and other services (collectively, the "Services").

Your Rights to Use the Services

You may visit our website at any time, but to use our other online services you must be at least 18 years of age and create an account providing your name, email address, other requested information, and your selected password.

By accepting these Terms and Conditions and creating an account, UmmlA grants you a limited, non-exclusive right to access and use the Services we make available through your account, to be used only for your own work as an Educator. This right continues until the Educational Institution or we terminate this agreement.

If you access or use the Services, including Student Support Services, on behalf of an Educational Institution, you represent and warrant that you have sufficient authority to enter into these Terms and Conditions with us on behalf of your Educational Institution.

Your Responsibilities When Using AI-Generated Content

Your account is for your personal use only, and you may not transfer your account to anyone else or allow others to use your account. You are responsible for any activity or misuse associated with your account resulting from your failure to protect your password.

The output created by our artificial intelligence tools assists educators but in no way replaces their professional skills and competence. It is essential that you review the content generated by our Services and revise it to ensure it is appropriate for your use. This includes, but is not limited to, the following considerations:

1. Use the "80-20" approach. View AI-generated content as a starting point for creating draft materials (approximately 80% of the way) which you then complete with your professional review and revisions during the final 20% of the effort.
2. Check for bias and accuracy. AI may occasionally produce biased, fictitious, or otherwise incorrect content. Generative AI models are not knowledge databases, but rather an attempt to synthesize information on which the model has been trained. Always double-check for bias and accuracy before sharing results with students or others.
3. Know the limits of AI. The limits of AI depend on the characteristics of the LLM being used and how it has been configured.
4. Protect privacy. If you are an educator or school using our services, it is suggested that you do not include any personally identifiable information, such as names, addresses, or other contact information about students, parents, or others in the information you provide to our Services for processing. You may be violating applicable national or international law and/or your school's policies by doing so, and it may result in the suspension or termination of your account.

Prohibited Uses of the Services

You may not use the Services in a manner that:

1. Infringes or violates the intellectual property rights, personality rights, data privacy, or any other legal rights of any person;
2. Violates the law, regulations, or the applicable policies of your organization;
3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Violates the content restrictions published for publicly accessible information areas, such as public profiles, bulletin boards, forums, or chat areas;
5. Is inconsistent with use in your position as an educator, such as using the Services to create or offer commercial products or services;
6. Endangers the security of your account or that of any other person (such as allowing another person to log in to the Services as you);
7. Attempts, in any manner, to obtain the password, account, or other security information of any other user;
8. Threatens the security of any computer network, or attempts to crack any password or security encryption code;
9. Runs processes that execute or remain active while you are not logged in to the Services, or that otherwise interfere with the proper functioning of the Services (including placing an unreasonable load on the Services' infrastructure or introducing viruses or other malware into our systems);
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services, except as expressly permitted by law.

A violation of any of the above is grounds for termination of your right to use or access the Services.

Data Privacy Protection

UmmIA takes data privacy protection very seriously. For UmmIA's current Privacy Policy, which includes a description of what information we collect, how we use it, and your rights with respect to the personally identifiable information we process, please review the second part of this document.

Rights Regarding the Use of Content You Provide

If you choose to post any messages or other content in areas of the Services that are designed for public display or communication with other users (such as public profiles, bulletin boards, forums, or chat areas), you are responsible for ensuring that you own or have the rights to post such material.

In addition, by posting such material, you expressly authorize UmmIA to reproduce and use the material to improve our Services worldwide, regardless of the term of validity of the agreement.

Intellectual Property Rights over Generated Content

Content Generated by Teachers

All content generated by teachers and schools that have entered into a contract with the platform, using UmmlA's artificial intelligence tools (hereinafter, "Generated Content"), shall be the property of the Educational Institution or the educator that signed the respective Contract.

License to UmmlA

By using our services and generating content, the Educational Institution grants UmmlA a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Generated Content in connection with the operation and promotion of UmmlA's services. This license is used solely to improve and promote our services, without affecting the ownership of the content by the teachers or the school.

License Limitations

UmmlA will not claim any ownership rights over the Generated Content. The license granted to UmmlA is solely for the operational and promotional purposes of the services, and does not include the right to sell the content to third parties or use it for commercial purposes other than those mentioned above.

Free Use

In the case of users and schools that access UmmlA free of charge through demo sessions, trials, promotions, or no-cost accounts, the generated content may be used by UmmlA for the purposes it deems appropriate.

Use of Generated Content

Review and Validation

Teachers are responsible for reviewing and validating the Content Generated by the AI before its use. UmmlA shall not be liable for any error, bias, or inaccuracy in the generated content.

Modifications and Derivative Works

The Educational Institution and the teachers authorized to work on the platform have the right to modify and create derivative works of the Generated Content. UmmlA will not claim any rights over such modifications or derivative works.

Protection of Intellectual Property Rights

Protection and Defense of Rights

UmmlA is committed to not infringing the intellectual property rights of teachers over the Generated Content. In the event of any infringement of rights by a third party, UmmlA will provide its collaboration to the teachers to address and resolve the situation appropriately, provided that the cost shall be borne by the latter.

Termination of the License

The license granted to UmmIA to use the Generated Content will terminate automatically when the account of the Educator or the Educational Institution is deleted, as applicable, or when the agreement with UmmIA is terminated, unless otherwise agreed in writing.

By using UmmIA's services and generating content, Educators accept the terms and conditions described herein regarding the intellectual property of the Generated Content.

Termination of Services

The termination of the services shall take effect once the respective instrument evidencing it is executed between the Educational Institution and UmmIA.

Links to Third-Party Sites / Third-Party Services

The UmmIA website may contain links to other websites ("Linked Sites"), such as YouTube videos. Please note that UmmIA has no control over the content of these Linked Sites, including the links within them or any changes or updates made to them. The inclusion of these links is solely for your convenience and does not imply endorsement of or association with the operators of those sites, and UmmIA is not responsible for the content of the Linked Sites.

Disclaimer and Limitation of Liability

Warranty disclaimer. Given the nature of generative artificial intelligence, neither UmmIA nor its licensors or suppliers make any representation or warranty regarding any content generated by or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED BY UMMIA (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (SUCH AS INTELLECTUAL PROPERTY RIGHTS, PRIVACY RIGHTS, OR PERSONALITY RIGHTS), OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL UMMIA (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF TIME, LOSS OF DATA, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) US\$100 OR (II) THE AMOUNTS PAID BY YOU TO UMMIA IN CONNECTION WITH THE SERVICES IN THE PERIOD OF MONTHS PRIOR TO THE APPLICABLE CLAIM.

Indemnification

You agree to indemnify, defend, and hold harmless UmmIA, its officers, directors, employees, agents, and third parties from and against any and all losses, costs, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to your violation of these Terms, including any prohibited use of the Services, the violation of any intellectual property rights, privacy rights, or personality rights. UmmIA reserves the right, at its own expense, to assume the exclusive defense and

control of any matter subject to indemnification by you, in which case you shall cooperate fully with UmmIA in asserting any available defenses.

Acknowledgment for State School Systems

If you accept these Terms on behalf of a school or institution that receives State funding, UmmIA acknowledges that mandatory law may limit or supersede certain terms and conditions and agrees that such law shall control any conflicting provision of these Terms.

Governing Law; Mandatory Arbitration of Disputes

These Terms shall be governed by the laws of the State of Chile.

Any difficulty or dispute arising in connection with these terms and conditions, including any matter related to their application, interpretation, duration, validity, performance, or termination, shall be submitted to arbitration in accordance with the Rules of Arbitration Procedure of the Arbitration and Mediation Center (CAM Santiago) of the Santiago Chamber of Commerce in force at the time it is requested. The parties shall appoint by mutual agreement an arbitrator acting ex aequo et bono as to the procedure and at law as to the ruling. CAM Santiago may assist the parties in the appointment process. If the appointment by mutual agreement is not successful, the parties grant an irrevocable special power of attorney to the Santiago Chamber of Commerce A.G. (CCS), so that, at the written request of either of them, it appoints the arbitrator from among the members of the CAM Santiago arbitral body. No appeal shall lie against the arbitrator's rulings, except for the appeal against the final judgment. The Arbitrator is specially empowered to resolve any matter related to their competence and/or jurisdiction.

Contact

You may contact us by email at contacto@tuclase.cl, or by writing to us at Tu Clase, Tu País, Málaga 89, Las Condes, Santiago de Chile, Chile.

Privacy Policy

Welcome to UmmlA, operated by Tu Clase, Tu País. We provide teachers and educational institutions with online access to generative artificial intelligence tools through our website and other services (collectively, our "Services"). At UmmlA we prioritize security and respect your privacy.

This Privacy Policy describes how we collect, use, disclose, share, or process your personally identifiable information ("PII" or "personal data") when you visit our website or use our other Services. The categories of information we collect, and how it is used, will depend on your interactions with us.

What Data Do We Collect?

UmmlA collects the following types of personal data when you visit our websites or use our Services:

a. Information that may be collected through technological means

Our servers, which are hosted by a third-party service provider, collect certain technical data about your device and software, including your browser type, operating system, IP address (a number automatically assigned to your computer when you use the Internet, which may vary from session to session and may indicate your general location), domain name, and/or a timestamp of your visit. We automatically collect this data and store it in log files each time you visit our website or access an account on our network. Unless you have provided personally identifiable information in connection with your use of the Services (for example, by creating an account), we cannot use such technical data to identify your name or contact information.

We may also directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends in connection with the Services. We collect and use this analytics information in aggregate form in such a way that it cannot reasonably be used to identify any particular individual.

b. Cookies, web beacons, and other tracking technologies

We may also use various technical mechanisms, such as cookies, web beacons, and similar tracking technologies to monitor how users use our Services. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. "Web beacons" refers to various tracking technologies used to check whether you have accessed any content of our Services. We use cookies for the following purposes, specifically:

- **Performance cookies:** These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies, we will not know when you have visited our site.
- **Functional cookies:** These cookies enable enhanced functionality and personalization, such as videos. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies, some or all of these features may not function properly.
- **Strictly necessary cookies:** These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions taken by you

that amount to a request for services, such as setting your privacy preferences, logging in, or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site may not work as a result.

We may link the information we store in cookies or through other mechanisms to the personally identifiable information you submit while using our Services. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which remain on your computer until you delete them) to provide you with a more personal and interactive experience on our Services. You can delete persistent cookies at any time by following the instructions in the "Help" section of your Internet browser. You can also disable all cookies in your Internet browser. If you choose to disable cookies, please note that you may still visit our websites, but some components of our Services may not be available or may not function properly.

c. Information provided by the user when visiting our websites

You may visit our websites, if you wish, without creating an account or providing us with any information about yourself.

However, if you choose to use certain Services, you may be asked for the information we need to provide you with the requested Services. For example, if you choose to sign up for our newsletters, attend a demo or virtual event, create an individual account to use our Services, or apply as an organization to join our AI Innovators program or other offerings, UmmIA may collect some or all of the following identifying information, from both the Educational Institution and the teacher who will use the platform, such as: (1) first and last name, (2) name of the school or organization, (3) job title, (4) email address, (5) telephone number, (6) location information, including state/province and country, and (7), where applicable, a user-generated password for your account. You may also be given the opportunity to provide a profile picture or other information for your account profile.

If you provide us with feedback or contact us by email, we will collect your name and email address, as well as any other content or information included in or attached to your email, in order to send you a response. If you request Services for a fee, we may also collect the information necessary for billing and payment purposes, which will be processed through a secure third-party payment processor.

We may combine the information we collect directly from you with information we obtain from public sources, partners, and other third parties, and use such combined information in accordance with this Privacy Policy.

How We Use the Data We Collect

In summary, we use your personal data to respond to your requests, to provide, secure, and improve the Services, and to comply with our legal obligations. In particular, UmmIA uses your personally identifiable information for the following purposes, as necessary and as permitted by applicable law:

- Identify you as a user or visitor of our Services;
- Facilitate the creation and security of your account for the use of our Services;
- Provide and administer your use of the Services;
- Personalize and improve the quality of your experience when you interact with our Services;

- Send a welcome email to verify ownership of an email address provided when your account was created;
- Send you administrative email notifications, such as security or support and maintenance messages;
- Respond to your questions and requests;
- Provide you with newsletters that you request, or surveys;
- Send you information about updates and special offers related to our Services;
- Comply with applicable laws and regulatory requirements;
- Respond to legal requests, court orders, and legal processes; and
- Protect our legal interests or those of the parties with whom we do business.

We may also collect statistical or anonymous, non-identifiable information and use or transfer such information for any purpose; provided, however, that such data has been fully de-identified, cannot be traced in any way back to the customer or user, and does not contain any personally identifiable information. We may also use such anonymous information to help train our AI models, or use publicly aggregated information to show trends about the general use of our services.

Third-Party Online Analytics Services

In connection with our website and emails, we may use third-party online analytics services, such as those of Google Analytics. These analytics services use automated technologies to collect information (such as email address, IP address, and device identifiers) to evaluate, for example, the use of our products and services and to diagnose technical issues. For more information on how Google Analytics collects and processes data, you may visit <https://policies.google.com/technologies/partner-sites>.

Third-party OpenAI services. We use the application program interface ("API") of OpenAI, Anthropic, or other AI engines to power the functionality of our Services. While we strive to maintain the highest level of data security, if you have concerns we recommend that you review the API Privacy Policy of such providers separately to understand their data handling practices. We are committed to ensuring that the use of the API aligns with applicable data protection laws and regulations. We have opted not to share data with those engines for model training. Therefore, such providers will not use the data submitted by our users through our API to train or improve their models, unless you explicitly choose to share your data with us for this purpose. You may opt in to share data. Any data submitted through the API will be retained for abuse and misuse monitoring purposes, after which it will be deleted.

Information Sharing and Disclosure

To the extent permitted by applicable law, UmmIA may disclose your personally identifiable information in the following circumstances:

Service providers

We may engage our affiliates or third-party organizations or individuals to support us in connection with the purposes listed above, such as hosting providers, subcontractors, and third-party payment processors.

Law enforcement

It may be necessary, by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence, for UmmlA to disclose your personally identifiable information. We may also disclose your personally identifiable information if we determine that disclosure is reasonably necessary to enforce our terms and conditions or to protect our operations or users.

Business transfer

We may share your PII if UmmlA becomes involved in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of UmmlA's assets, financing of the acquisition of all or part of our business, a similar transaction or proceeding, or steps in contemplation of such activities (for example, due diligence).

Prior consent

We may also disclose your personally identifiable information in other circumstances with your prior informed consent. Service providers acting on our behalf are required to comply with confidentiality requirements no less protective than those set forth herein and will only receive access to your PII as necessary to perform their functions.

How We Protect Your Data – Security

We are committed to protecting the security of the information received through the Services, including personally identifiable information. If we collect personally identifiable information from you, we provide reasonable and appropriate administrative, technical, and physical security controls designed to protect your personally identifiable information from unauthorized access, use, or disclosure. Despite our efforts, no security control is 100% risk-free, and UmmlA does not warrant or guarantee that your PII will be secure under all circumstances. If you create an account, you are responsible for keeping your account credentials and passwords secure and for not allowing others to use your account.

Your Data, Your Choice

Opt-out

We offer you choices regarding the collection, use, and sharing of your personally identifiable information. Where permitted by applicable law, we may periodically send you free newsletters and emails that directly promote the use of our products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and will have the opportunity to "opt out" by following the unsubscribe instructions provided in the email you receive or by contacting us directly. Notwithstanding your indicated email preferences for other matters, we may send you administrative notices, such as updates to our Terms of Use or Privacy Policy and similar account notices.

Your rights to access, correct, or delete your personal information

You can edit any of your data in your account on the Services, including contact information and/or notification settings, by editing your account profile. You may have the right to make other requests under applicable law relating to your personal data in our possession, and depending on applicable law, you may have the right to appeal our decision regarding your request. Please contact us at contacto@tuclase.cl if you have questions or requests regarding your personal data. Your rights may

include the right to access your personal data that we process and transfer, to correct it, delete (erase) it, restrict it, or object to its sale or use for direct marketing purposes, and not to be retaliated against for exercising your rights. We will do our best to comply with your requests. If we deny a request and you have the right to appeal, we will provide information on how to exercise that right in our response.

The contracting teacher or educational institution may request that we delete their account information by sending an email to contact and support, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain period of time, in which case we will comply with your deletion request only after we have fulfilled such requirements). UmmlA will respond to such requests within thirty (30) days, or sooner if required by applicable law. When we delete account information, it will be removed from the active database but may remain in our archives for a limited time. Otherwise, we will retain your information for as long as your account is active, as necessary to provide you with the Services you have requested, or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Information processed under the direction of customers

If a school or other organization has registered for the Services (a "Customer") and your data has been collected by UmmlA as a result of such organization's use of the Services, UmmlA collects and processes any such data of yours under the instructions of the relevant Customer. If these circumstances apply to you and you wish to access, edit, delete, or exercise any rights you may have under applicable data protection laws with respect to any personally identifiable information we have collected about you, please direct your inquiry to the relevant Customer, as this may expedite the completion of your request. However, we provide reasonable assistance to our Customers to give effect to the rights of data subjects as appropriate and as required by applicable laws.

Links to Third-Party Sites

Our provision of a link to any website or location outside of the Services is for your convenience and does not signify our endorsement of such other website or location or its content. When you click on such a link, you will leave our site and go to another site. During this process, a third party may collect data, including PII, from you. Please note that the terms of this Privacy Policy do not apply to these external websites or content, or to any data collection after you click on a link to a third party. We encourage you to carefully read the privacy statement of any other website you visit.

Cross-Border Data Transfers

UmmlA is located in Chile and its platform is hosted on cloud services. By accessing or using the Services, or by providing us with information, you understand that your information may be subject to processing, transfer, and storage in other locations. In the event that UmmlA transfers your personal data from the European Economic Area ("EEA") to a country that is not subject to an adequacy decision of the European Commission, or that cannot provide the same level of data protection as the EEA, UmmlA will ensure that the recipient of your PII offers an adequate level of protection. This may include measures such as the introduction of standard contractual clauses for data transfer approved by the European Commission, obtaining your prior consent, or other appropriate measures in accordance with applicable law.

Other State or National Laws

Data protection laws change and are updated frequently, and we strive to always comply with the applicable laws in the jurisdictions where we operate. If you have any questions, concerns, or requests regarding the handling of your personal information, please contact us. Please note that we may take reasonable steps to verify your identity and the authenticity of the request.

Changes to Our Privacy Policy

UmmIA reserves the right to change this Privacy Policy. UmmIA will provide notice of material changes to this Privacy Statement through our website and, where appropriate, when you log in to your account or by email to any email address we may have on record, at least thirty (30) days before the change takes effect.

Contact Us

UmmIA welcomes your comments, questions, and concerns regarding our Privacy Policy. Please contact us at our contact email address.

Supplementary GDPR Privacy Statement

This Supplementary GDPR Privacy Statement is relevant to anyone located in the European Economic Area who uses our Services.

European Union Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") requires UmmIA to provide additional and different information about its data processing practices to data subjects in the EEA. If you are accessing the Services from an EEA member state, this Supplementary GDPR Privacy Statement applies to you. The same will eventually apply to other jurisdictions in which UmmIA operates currently or in the future.

Legal basis for processing

In general, the legal basis for UmmIA's processing of your personal data in connection with the Services is Article 6(1)(b) of the EU GDPR, which permits the processing of personal data as necessary for the performance of a contract or to fulfill your requests.

As exceptions, UmmIA relies on your consent with respect to cookies that are not strictly necessary and direct marketing emails in accordance with Article 6(1)(a) of the EU GDPR; and pursues legitimate interests under Article 6(1)(f) of the EU GDPR with respect to situations where UmmIA needs to process your personal data to comply with applicable laws (as a company based in Chile, UmmIA is subject to and must comply with the laws of Chile) or processes your personal data to improve our business and Services.

Transfers of personal data outside the EEA

UmmIA may transmit some of your personal data to a country where data protection laws may not provide a level of protection equivalent to the laws of your jurisdiction. As required by applicable law, UmmIA will provide an adequate level of protection for your personal data using various means, including, where appropriate:

- relying on a formal decision of the European Commission that a given country ensures an adequate level of protection of personal data (a complete list of such decisions can be accessed

online here: http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm);

- entering into appropriate data transfer agreements based on language approved by the European Commission, such as the Standard Contractual Clauses (2010/87/EC and/or 2004/915/EC), which are available upon request at contacto@tuclase.cl;
- implementing appropriate physical, technical, and organizational security measures to protect personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorized disclosure or access, and against all other unlawful forms of processing;
- and taking other measures to provide an adequate level of data protection in accordance with applicable law.

Any onward transfer is subject to appropriate transfer requirements, as required by applicable law.

Data retention

UmmlA retains personal data for as long as necessary to provide the Services you have requested or registered for and to comply with applicable laws.

Data subject rights

You have the right to request from UmmlA access to and rectification or erasure of your personal data or restriction of processing concerning you, as well as the right to data portability under the GDPR. You also have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data by us, and we may be required to stop processing your personal data. In general, you have the right to object to our processing of your personal data for direct marketing purposes. If you have the right to object and you exercise this right, your personal data will no longer be processed for such purposes by us. You may exercise such rights by accessing your account information or by submitting a request by email. The foregoing is without prejudice to the provisions of national or international legislation in the places where UmmlA operates currently or in the future.

If you have provided your consent for cookies that are not strictly necessary, direct marketing emails, or other data processing based on your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. You have the right to lodge a complaint with a supervisory authority.

Your choices

You are not required to provide any personal data to UmmlA, but if you do not provide any personal data to UmmlA, certain Services may not be available or may not function properly. You may visit our websites without consenting to cookies that are not strictly necessary; the only consequence is that our Services may be less tailored to you, or you will not receive our newsletters or other Services you requested.

Profiling

UmmlA does not use, in connection with the Services, automated decision-making, including profiling, in a manner that produces legal effects concerning you or that significantly affects you.

Specific location and other sensitive data

We do not collect or process biometric information or specific location information from your devices, nor do we collect or process other "sensitive data" about you, with the exception of your address and

payment card information in the event that you provide payment for the Services, in which case such information is processed securely by our third-party payment processor and we make no other use of such personally identifiable information.

Overview of the Supplementary Incident Response Plan

The following information provides an overview of UmmIA's basic incident response plan. For the complete and detailed policy, please contact us.

UmmIA's incident response plan follows a structured process to address data breaches and security incidents. Initially, the IT Security Team is responsible for detecting and identifying the incident and promptly documenting the relevant details upon detection. Following this, the IT Security Team assesses the scope and impact of the incident within 24 hours, determining the types of data affected and the number of individuals involved.

The containment phase involves immediate action to prevent further data loss, which may include isolating affected systems or revoking access privileges. This is carried out by the IT Security Team and network administrators as soon as possible after identification.

Notification to relevant internal stakeholders is the responsibility of the Legal Department and the Data Protection Officer, with specific procedures established for breaches of teacher personally identifiable information in accordance with EdLaw 2D, requiring notifications to affected individuals, regulatory bodies, and other necessary entities within 72 hours of the assessment.

The investigation phase involves a thorough investigation of the cause of the incident, with the preservation of evidence for potential legal actions or regulatory investigations. This task is carried out by the IT Security Team, and external forensic experts may be engaged if necessary. Remediation efforts, including vulnerability mitigation and security policy updates, are handled by the IT Department, with immediate implementation and ongoing review.

Documentation of all actions taken, timelines, decisions, and lessons learned is maintained continuously by the IT Department throughout the process. Communication with affected individuals and responses to media inquiries are carried out by the Communications Department and the Legal Department in accordance with the guidelines of the incident response plan.

Finally, a post-incident review, led by Senior Management and the IT Security Team, evaluates the effectiveness of the response and guides adjustments to policies, training, and technical safeguards within one month following the incident.