



LINCHPIN ANALYTICS™

PRIVACY POLICY

Last updated on September 15, 2025.

User privacy is of paramount importance to Linchpin Analytics Private Limited ("**Linchpin**"). Linchpin is ISO 27001 certified.



This "**Privacy Policy**" determines how Linchpin collects, uses, discloses, and stores the School Information (*as defined below*) on the Platform (*as defined below*). Schools are advised to familiarize themselves with this Privacy Policy.

This Privacy Policy is subject to change at any time without notice. To make sure that Schools are aware of changes, if any, Schools are advised to review this Privacy Policy periodically.

As a result of visiting or accessing the Platform, the School agrees to be bound by the terms and conditions of this Privacy Policy. The School is advised to refrain from using the Platform if it does not agree with the terms and conditions of this Privacy Policy.

For the purpose of this Privacy Policy, wherever the context so requires, the term:

- (i) "**Applicable Laws**" shall include all laws, statutes, ordinances, bills, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law in all or any applicable jurisdiction, including but not limited to the General Data Protection Regulations ("**GDPR**"), wherever applicable. In addition, Schools shall also be governed by the applicable laws of the School's country of residence.
- (ii) "**Data Subject**" means a student enrolled in the School who is a minor in respect of which the School has provided Personal Information to Linchpin.
- (iii) "**Person**" means shall mean any natural person, trust firm, company, governmental authority, joint venture, association, partnership, society, or other entity (whether or not having separate legal personality).
- (iv) "**Personal Information**" shall have the meaning ascribed to the term in Sub – Clause 3.1 of this Privacy Policy.

- (v) “**Platform**” means the Linchpin Analytics Platform owned and operated by Linchpin Analytics Private Limited (CIN: U91900MH2014NPL253823), a company incorporated under the Companies Act, 2013 and having its registered office at S-350, Greater Kailash – 1, New Delhi - 110048.
- (vi) “**School Account**” shall mean the account created by the School by providing the School Information.
- (vii) “**School Content**” means the School students’ assessments data, profile photos or other student information uploaded by any School on the Platform.
- (viii) “**School Information**” means any information provided by the School (including Personal Information of Users and Data Subjects) at the time of registration or subscription or through any communications feature such as email or any information uploaded to the Platform by the School in accordance with this Privacy Policy.
- (ix) “**School**” means any educational institution who seeks to use the Platform and avail the Services of Linchpin and have access to or are registered on the Platform. It also includes any Users authorized by the School and Linchpin to access the Platform through the User Accounts. Nothing in this Privacy Policy shall be deemed to confer any third - party rights or benefits.
- (x) “**Services**” means the services detailed in the Terms.
- (xi) “**Terms**” means the terms and conditions of the Services as may be accepted by the School prior to commencing use of the Platform.
- (xii) “**TSPs**” shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services of Linchpin.
- (xiii) “**User**” means any individual or individuals authorized by the School to access the Platform and the Services pursuant to creation of User Accounts.
- (xiv) “**User Accounts**” means the unique user identifications given by the School referring to an individual or individuals authorized by the School to access the Platform and the Services for the License Period mentioned in the School registration form. Under no circumstances may a User Account be shared among or used by different individuals.

1. Acceptance and Registration

- 1.1. This Privacy Policy will apply to any School that accesses the Platform and by subscribing, transacting, or otherwise using the Platform or Linchpin’s Services or otherwise providing information to Linchpin. The School agrees that their School Information and School Content shall be handled in accordance with this Privacy Policy. Further, the School also agrees to Linchpin’s terms for accessing and updating information, including but not limited to School Information and School Content as described in this Privacy Policy.
- 1.2. The School’s use of the Platform and Services and any dispute over privacy, are governed by this Privacy Policy and Linchpin’s Terms as accepted by the School prior

to commencing use of the Platform. These Terms shall be deemed to be incorporated into this Privacy Policy and shall be read in addition to this Privacy Policy.

- 1.3. In the event of any inconsistency between the Terms and the terms of this Privacy Policy, the provisions in this Privacy Policy to the extent of such inconsistency or ambiguity, shall prevail.
- 1.4. This Privacy Policy (*as amended, modified, or restated from time to time*) shall be applicable to the School and constitute a binding arrangement between Linchpin and the School.
- 1.5. The School acknowledges and agrees to the collection, retention and use of the information that the School discloses on the Platform in accordance with this Privacy Policy, including but not limited to School's consent for sharing School Information and School Content as per this Privacy Policy.
- 1.6. The School also acknowledges and agrees that with respect to certain activities, the collection, transfer, storage, and processing of School Information and School Content that may be undertaken by trusted third party partners or affiliates or agents of Linchpin to help facilitate Linchpin in providing certain functions.
- 1.7. This Privacy Policy shall be binding upon and inure to the benefit of the School.
- 1.8. Unless stated otherwise, this Privacy Policy applies to all information that Linchpin has about the School and the School's Account (including User Accounts). For the avoidance of doubt, it is hereby clarified that the Privacy Policy relates to all such School Information and School Content which is personally identifiable in nature and does not cover School Information and School Content which is in public domain,

2. Use of Platform

Use of the Platform is available only to a School that has accepted the Terms. Linchpin reserves the right to refuse to provide a School with access to the Platform if it is brought to Linchpin's notice or if it is discovered that if the School is in breach of this Privacy Policy and / or if there is a termination under the Terms.

3. Collection and Use of Personal Information

- 3.1. Linchpin may collect and use, through the Platform, information that can be used to identify or contact a School ("**Personal Information**"), including but not limited to Personal Information as enumerated below:

3.1.1. Information Linchpin collects from the School:

When a School subscribes to the Platform, Linchpin collects information from the School, including but not limited to Personal Information. For example, Linchpin collects information from the School when the School is registered on the Platform, signs up for the Services, requests information, submits a feedback or otherwise contacts Linchpin. The type of information that Linchpin collects depends on the access level defined by the School on the Platform, but may include, where permitted by Applicable Laws, the following:

(a) Information pertaining to the User:

- Name
- Email address;
- Grade level the User teaches or grade level data the User has access to;
- Registered name of the School;
- School information;
- Key statistics;
- Components of the Platform accessed by the School;
- The length of time the User visits the Platform or uses the Services;
- User's activities on the Platform or use of the Services (including User's movement / navigation through the Platform);
- User's Internet Protocol (IP) address;
- Information provided by the School while using the Services on the Platform or that which is generated in the course of the Services including timing, frequency, and pattern of use of Services such as page views and navigation patterns;
- Links the User clicks on the Platform;
- Search terms used by the School or User to reach the Platform;

and any other information that School chooses to provide.

(b) Information pertaining to Data Subject:

- Name of student;
- Age;
- Date of birth;
- Enrolment details i.e., grade, division, Student ID number;
- Email address (of student or parent / legal guardian if the Data Subject is a minor);
- Contact number (of student or parent / legal guardian if the Data Subject is a minor);

and any other information that the School chooses to upload to the Platform about the Data Subject.

3.1.2. Information Linchpin does not collect

Linchpin does not automatically collect or has authorized any Person or third party to collect information (*as enumerated below*) about the School's and the Users' use of the Platform or the Services except the information mentioned under Clause 3.1.1. In the event, the School believes that any such information is requested from the School, the School shall contact Linchpin at lacsupport@linchpin-analytics.com .

- User's device details;
- User's browser type, version, and operating system; and
- Internet service provider (ISP).

- 3.2. Linchpin shall collect and use the School Information, including Personal Information only through the Platform.
- 3.3. Linchpin may use and retain the information, including Personal Information, that Linchpin collects from the School in an aggregated form or Linchpin may associate it with User's username, Data Subject's student ID or email ID and other Personal Information that that is shared with Linchpin about the Users. Linchpin may also combine information collected about the School on the Platform with information collected through School's use of Linchpin's Services for the same purposes as Linchpin would use such information in non-combined form.
- 3.4. Linchpin uses the Personal Information belonging to Data Subjects for the purposes of analyzing and visualizing the Personal Information for the School.
- 3.5. Linchpin uses the Personal Information provided by the School for visualizing the data associated with the Personal Information upon request by the School and for auditing the use of the Platform.
- 3.6. Where permitted by Applicable Law, data collected may be used by AI Systems to identify patterns or recommend actions. Such use is strictly limited to the intended educational context and is subject to human oversight.
- 3.7. Where permitted by Applicable Law, data uploaded by the School in Linchpin's AI System may be used by AI Systems to generate visualizations, identify patterns, or recommend actions. Such use is strictly limited to the intended educational context and is subject to human oversight.

4. Sensitive Personal Information

- 4.1. 'Sensitive Personal Information' refers to Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, and the processing of financial data (*such as credit card/ debit card/ billing/ payment details*), genetic data, biometric data for the purpose of uniquely identifying a natural person, or data concerning a natural person's caste, tribe, sex life or sexual orientation.
- 4.2. Linchpin does not require / collect / process Sensitive Personal Information (as described in Clause 4.1) of the User or of the Data Subject.

5. Purposes for collection and use of Personal Information

- 5.1. Linchpin uses the information that it gathers about the Users and Data Subjects for the following purposes:
 - 5.1.1. To provide Linchpin's Services.
 - 5.1.2. For any purpose for which the School has specifically provided the information to Linchpin, including, to respond to the User's inquiries and for providing customer service.
 - 5.1.3. Linchpin may use the School Information, such as the email addresses of the School's administrative, academic, and technical leads for the Platform to contact the Users with newsletters, special offers and promotions.

- 5.1.4. Linchpin gathers some information automatically and stores it in audit log files. This information includes Internet Protocol (IP) addresses referring and exit pages, date/time stamp, and clickstream data. Linchpin uses this information to understand and analyse usage, to administer the Platform, and also towards administering, monitoring, and improving the Platform and Services. Linchpin may use this information for internal purposes, and for other research and analytical purposes.
- 5.1.5. Linchpin uses the School Information to provide Services requested by the School. Linchpin uses the School Information to resolve disputes; troubleshoot problems; help promote a safe service; inform the User about online and offline offers, Services, and updates; customize the User's experience; detect and protect Linchpin against error, fraud, and other criminal activity; enforce Linchpin's terms and conditions; and as otherwise described to the School at the time of collection.
- 5.1.6. Linchpin shall collect or obtain Personal Information only in a fair and lawful manner. Specifically, Linchpin shall:
 - (a) Collect only as much information as is required under Applicable Law or needed for the purposes about which the School has been informed;
 - (b) Collect information in a fair and non – deceptive manner;
 - (c) Clearly indicate to the School, which information is required, and which is optional, at the time of collection; and
 - (d) Collect information from Schools consistent with local country and jurisdictional laws.
- 5.2. Linchpin will not, without the School's express consent (including authorization from the Data Subject), supply the School Information to any third party for the purpose of their or other third party's direct marketing.
- 5.3. The School hereby represents and warrants to Linchpin that:
 - 5.3.1. The processing, including the transfer itself of the Data Subject's Personal Information has been and will continue to be carried out in accordance with Applicable Law (and, where applicable, has been notified to the relevant authorities of the jurisdiction where the School is established) and does not violate the Applicable Law of such jurisdiction;
 - 5.3.2. The School has expressly obtained the consent of each Data Subject towards the collection and transmission of the Data Subject's Personal Information and has maintained a record of the consents provided by each such Data Subject;
 - 5.3.3. It has instructed and throughout the duration of the Services will instruct Linchpin to collect the Data Subject's Personal Information only on behalf of the School and in accordance with Applicable Law;
 - 5.3.4. After the assessment of the requirements of Applicable Law, the security measures implemented by the School to protect the Data Subject's Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the transfer is done over a network, and against all other lawful forms of collection, and that

these measures ensure a level of security appropriate to the risks presented by the processing and nature of Personal Information to be protected and the cost of their implementation;

- 5.3.5. It acknowledges that Linchpin does not collect any information of the Data Subject that constitutes Sensitive Personal Information, and the School has not disclosed, and shall not, at any time, while using the Platform and the Services, disclose Sensitive Personal Information of the Data Subjects;
- 5.3.6. It will ensure compliance with all technical and organizational security measures aimed at protecting the Personal Information of the Data Subject against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access, in particular, where the processing involves the transmission of Personal Information over a network, and against all other unlawful forms of processing; and
- 5.3.7. It has made available and continues to make available from time to time, a copy of the security measures as well as copies of any contracts for sub – processing services which have been made in compliance with Applicable Law, unless the contracts contain commercial information, in which case it may remove such commercial information.

6. Potential Disclosure

- 6.1. School Information will only be shared by Linchpin to provide or improve the Platform and its Services subject to the terms and conditions of the Privacy Policy.
- 6.2. Linchpin will transmit the School Information to Linchpin's cloud service provider Amazon Web Services for the purpose of storage and processing of the School Information. School Information will only be shared by Linchpin to provide or improve the Platform or its Services; it will not be shared with third parties for their marketing purposes.
- 6.3. It may be necessary by Applicable Law, legal process, litigation, and/ or requests from public and government authorities for Linchpin to disclose School's Personal Information or School's "Non-Personal Information". Linchpin may also disclose information about the School if it determines that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate. For the purposes of this Privacy Policy, "Non-Personal Information" shall mean the information other than Personal Information.
- 6.4. Linchpin may also disclose information about the School, if it determines that disclosure is reasonably necessary to enforce Linchpin's terms and conditions or protect its operations of the School or to protect Linchpin against third-party claims.
- 6.5. In the event of a reorganization, merger, or sale Linchpin may transfer any or all School Information to the relevant third party with intimation to the School.
- 6.6. Linchpin may disclose the information Linchpin collects from the School where Linchpin believes it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any Person,

violations of Linchpin's Terms finalised with the School or this Privacy Policy, or as evidence in litigation in which Linchpin is involved.

- 6.7. Linchpin may disclose information to any Person, in the event Linchpin has sufficient reason to believe that such Person may by way of application to a court or any other competent governmental authority apply for disclosure of the School Information and such court or governmental authority, in Linchpin's reasonable opinion, is likely to order the disclosure of such School Information.

7. Deletion of Linchpin Account and Retention of Personal Information provided by the School

- 7.1. Linchpin shall retain information about School only for the purposes authorized under this Privacy Policy unless prohibited by Applicable Laws. It is clarified that in the event the Applicable Law does not permit Linchpin to retain the School Content, then such School Content will be deleted upon termination of Services as provided in Sub – Clause 7.3 below.

- 7.2. Retention of Personal Information provided by the School

Notwithstanding anything contained herein, Personal Information submitted by the School shall be retained by Linchpin under the following circumstances:

7.2.1. To the extent as may be required under Applicable Law; or

7.2.2. Linchpin may retain School Information as may be relevant for any ongoing or prospective legal proceedings.

- 7.3. Deletion of School Account and the Right to be Forgotten

The School may at any time cancel their subscription and delete their School Account by contacting lacsupport@linchpin-analytics.com. Upon termination of Services and deletion of the School Account, Linchpin will allow the School to download 1 (One) copy of the School Content that is uploaded and maintained on the Platform by the School. The School will be permitted to download such School Content within a period of 7 (Seven) days from the effective date of termination of the School Account failing which the School Content will be permanently deleted. The School shall have the right to restrict or prevent the continuing disclosure of the School Information by Linchpin where such disclosure has served the purposes as detailed under Clause 5.1 or is no longer necessary for such purposes or where the School has withdrawn the consent earlier given to Linchpin for disclosure of School Information. This option of restricting or preventing the continuing disclosure of the School Information by Linchpin may be exercised by the School by contacting Linchpin at lacsupport@linchpin-analytics.com.

8. Protection / Security of School Information

- 8.1. Linchpin takes appropriate technical and organizational steps to ensure the security of the School Information, including policies around use of technology and devices, and access to Linchpin technology systems as described below:

8.1.1. General Controls

- (a) Multi-Factor Authentication: Access control measures use multi-factor authentication for administrative access.
- (b) Access Control: Deny unauthorised Persons access to data sharing and storage software used for processing School Information. Role-based access controls (RBAC) are used.
- (c) Data Media Control: Prevent the unauthorised reading, copying, modification or removal of data media containing School Information during transfers of the School Information or during physical transportation of data media.
- (d) Storage Control: Prevent the unauthorised modification, or deletion of stored School Information.
- (e) User Control: Prevent the use of automated data – processing systems by unauthorised Persons using data communication equipment used to process School Information.
- (f) Data Access Control: Ensure that persons authorised to use an automated data – processing system only have access to the School Information.
- (g) Communication Control: Ensure that it is possible to verify and establish to which School's School Information has been or may be transmitted or made available using data communication equipment.
- (h) Input Control: Ensure that it is subsequently possible to verify and establish which School Information has been put into automated data – processing systems and when and by whom the input was made.
- (i) Transport Control: Prevent the unauthorised reading, copying, modification or deletion of School Information.
- (j) Recovery: Ensure that installed systems used to process School Information may, in case of interruption, be restored.
- (k) Reliability and Integrity: Ensure that the functions of the system used to process School Information perform, that the appearance of faults in the functions is reported (reliability) and to prevent stored School Information from corruption by means of a malfunctioning of the system.

8.1.2. Personnel

- (a) All staff of Linchpin will be made aware of these guidelines and their duties under Applicable Law and receive relevant training.
- (b) Linchpin shall take reasonable steps to ensure that no Person shall be appointed by Linchpin to process School Information unless that Person:
 - (i) is competent and qualified to perform the specific tasks assigned to him / her by Linchpin;
 - (ii) has been authorized by Linchpin; and
 - (iii) has been instructed by Linchpin in the requirements relevant to the performance of the obligations of Linchpin under these clauses, in particular the limited purpose of School Information processing.

8.1.3. Copy Control

Linchpin shall not make copies of the School Information provided by the School.

8.1.4. Security Controls

The Services performed by Linchpin includes a variety of configurable security controls that allow Linchpin to tailor the security of the services for its own use. These controls include:

- (a) Unique user identifiers (School IDs) to ensure that activities can be attributed to the responsible School.
- (b) Controls to revoke access after several consecutive failed login attempts.
- (c) The ability to specify the lockout time period.
- (d) Controls on the number of invalid login requests before locking out a - User.
- (e) Controls to terminate a - User's session after a period of inactivity.
- (f) The ability to accept logins to the Platform from application programming interfaces authorised by Linchpin using the School's SIS and / or other secure authentication protocols.
- (g) The ability to restrict logins to the Services to specific time periods.

8.1.5. Security Procedures, Policies and Logging

- (a) School Account passwords are never accessed, passed through, or stored on the Platform, which can only be accessed using authentication protocols defined by Linchpin.
- (b) User access log entries will be maintained containing date, time, User ID, URL executed, or entity ID operated on, operation performed (viewed, edited etc.) and source IP address. Note that source IP address might not be available if NAT (Network Address Translation) or PAT (Port Address Translation) is used by internet service provider.
- (c) If there is suspension of inappropriate access, Linchpin, can provide log entry records to assist in forensic analysis. This service will be provided to the School on a time and materials basis.
- (d) Logging will be kept for a minimum of 90 (Ninety) days.
- (e) Logging will be kept in a secure area to prevent tampering.
- (f) Passwords are not logged under any circumstances.

8.1.6. Security Logs

Linchpin shall ensure that all systems used to store the School Information, including operating systems, maintain logs.

8.1.7. Incident Management

In the event that Linchpin becomes aware of an actual or reasonably suspected unauthorised disclosure of the School Information, Linchpin will promptly notify the School within 72 (Seventy – Two) hours of detection.

8.1.8. Cloud Based Services

Linchpin sub – processor's data centres are cloud based.

8.1.9. Reliability and Back – up

All networking components, SSL accelerators, load balancers, web servers and application servers that are part of the Platform are configured in a redundant configuration. All School Information is stored on encrypted storage volumes that are clustered with a backup database server for redundancy. All School Information, up to the last committed transaction, is automatically backed up on a regular basis.

8.1.10. Disaster Recovery

Linchpin will ensure that the systems where School Information is stored have a disaster recovery facility that is geographically remote from its primary data centre, along with required hardware, software, and Internet connectivity, in the event production facilities at the primary data centre were to be rendered unavailable. Linchpin will ensure that its sub-processor that stores School Information has disaster recovery plans in place and tests them at least once per year.

8.1.11. Viruses

The Services will not introduce any viruses to the School's systems; however, the Services performed by Linchpin do not scan for viruses that could be included in attachments or other School Information uploaded into the services performed by Linchpin. Any such uploaded attachments will not be executed in the services performed by Linchpin and therefore will not damage or compromise the service performed by Linchpin.

8.1.12. Data Encryption

The Services performed by Linchpin use industry-accepted encryption products to protect School Information and communications during transmissions between the School's network and the services performed by Linchpin, including 256-bit TLS Certificates and 4096-bit public keys at a minimum.

8.1.13. System Changes and Enhancements

Linchpin plans to enhance and maintain the Services from time to time. Security controls, procedures, policies, and features may change or be added. Linchpin will provide security controls that deliver a level of security protection that is not materially lower than that provided as of the date of this Privacy Policy.

8.2. No data transmission over the internet or any wireless network can be guaranteed to be perfectly secured. As a result, while Linchpin tries to protect School's information, no website or company, including Linchpin, can absolutely ensure or guarantee the security of any information a School transmits to the Platform and the School does so at School's own risk.

8.3. When Linchpin receives formal written complaints, Linchpin shall contact the complainant to follow up on such complaints. Linchpin shall work with the appropriate regulatory authorities, including local data protection authorities, to resolve any

complaints regarding the transfer of School Information that cannot be resolved with such Persons directly.

- 8.4. Linchpin's service providers and agents are contractually bound to maintain the confidentiality of School Information and may not use the information for any unauthorized purpose.

9. Cookies

- 9.1. Cookies are small text files that are placed on the User's computer or mobile phone when the User browses through the Platform. Linchpin uses cookies to compile visitor statistics such as how many people have visited the Platform, what type of technology they are using (which helps to identify when the Platform is not working as it should for particular technologies), how long they spend on the site, what page they look at, etc. This helps Linchpin to continuously improve the Platform.

9.2. Cookies:

- 9.2.1. Makes the Platform work as the User expects;
- 9.2.2. Saves the User from having to login every time the User visits the Platform;
- 9.2.3. Remembers the User's settings during and between visits;
- 9.2.4. Improves the speed / security of the Platform; and
- 9.2.5. Helps the User to get what they need faster.

9.3. Linchpin does not use cookies to:

- 9.3.1. Collect any Personal Information (without User's express permission);
- 9.3.2. Pass data to advertising networks; and
- 9.3.3. Pass Personal Information of the User to third parties.

10. Third - Party Privacy Policies

- 10.1. The Platform, the Services may contain components of services provided by TSPs (presently, Amazon Web Services) and/or may contain links to the programming interface of the TSPs. Towards the same, information, including but not limited to School Information may be provided by the School or be collected by such TSPs. This Privacy Policy shall not be applicable to any information exchanged between the School and the third parties. Towards such information exchange, Schools shall be bound by the privacy policies of such third parties. To the extent applicable, the privacy policies of such third parties shall be deemed to be incorporated herein.
- 10.2. In the event the School accesses and/or uses any third-party websites, links to which may be contained on the Platform and/or the Services, School is aware that such linked websites shall be governed by the privacy policies of those third parties. Linchpin shall not be responsible for the information practices of such third parties.

11. Opt – out

- 11.1. From time to time, Linchpin shall communicate with the Schools, who register and create a School Account on the Platform, via email or calls.
- 11.2. Linchpin provides to the School the opportunity to exercise an opt-out choice if they do not want to receive non-essential communication from Linchpin, such as emails or updates from Linchpin regarding new Services offered on the Platform. The option of preventing the continuing disclosure by Linchpin may be exercised by the School by contacting Linchpin at lacsupport@linchpin-analytics.com.

12. Compliance with GDPR

- 12.1. Linchpin recognizes that protection of data is increasingly important to individuals, organizations, and stakeholders. Accordingly, Linchpin must earn the School's trust to share its School Information with Linchpin. Linchpin currently processes and manages School Information in accordance with Applicable Laws, including but not limited to applicable privacy laws, specifically, in accordance with the EU GDPR, which is regarded as one of the highest and strictest in the world.
- 12.2. Linchpin has already embedded and will continue to embed data protection principles even more deeply into its business processes, with the objective that technical and organizational security measures limit, by default, the amount and use of School Information to what is specifically required.

13. Access and Updation of School Information

Schools can review, update, or correct their School Information by logging into their School Account and by accessing the "Users" section of the Platform to ensure that their School Information is correct and current. Schools may update this information, change their passwords and other details related to their Users profile at any time by logging into their School Account. If the School experiences any difficulty in making the required corrections/updates, School should contact Linchpin at lacsupport@linchpin-analytics.com.

14. For European Union citizens or Swiss citizens

- 14.1. Access to School Information, where applicable, the School shall have the right to obtain from Linchpin, a confirmation as to whether or not the School Information is being processed. In addition, where such processing is confirmed, and the School requests for the same, Linchpin shall arrange access to the School Information and the following information:
 - 14.1.1. The categories of School Information concerned;
 - 14.1.2. The recipients or categories of recipient to whom the School Information have been or will be disclosed;
 - 14.1.3. Where possible, the envisaged period for which the School Information will be stored, or, if not possible, the criteria used to determine that period;

- 14.1.4. The right to lodge a complaint with a supervisory authority;
 - 14.1.5. Where the School Information was not collected from the School by Linchpin, any available information as to its source (e.g., referral program etc.); and
 - 14.1.6. The existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the Data Subject.
- 14.2. Where School Information is transferred to a third country, the School Linchpin will apply the security measures outlined in Clause 8 above in relation to the transfer. The School acknowledges that it is hereby informed of the safeguards put in place by Linchpin pursuant to Article 46 of the GDPR relating to the transfer.
- 14.3. Copies of the information: Linchpin shall be happy to provide, where requested, a copy of the information, relating to the School, which are being processed, subject to the restrictions as noted in Article 23 of the GDPR.

15. Deletion / Erasure

- 15.1. In the event that the School, wishes to erase Personal Information concerning the Data Subjects, Linchpin will fulfil this request should one of the following grounds apply:
- 15.1.1. The Personal Information is no longer necessary in relation to the purposes for which it was shared or otherwise processed, e.g., the provision of Linchpin's Services;
 - 15.1.2. Where processing is based solely upon the School's required consent, and the School withdraws the consent on which the processing is based;
 - 15.1.3. Where the School objects to the processing, and where there are no overriding legitimate grounds for the processing;
 - 15.1.4. Where the School can demonstrate that the Personal Information has been unlawfully processed;
 - 15.1.5. Where the School provides notice that the Personal Information must be erased for compliance with a legal obligation as contained in a stated Union or Member State law to which the controller is subject; or
 - 15.1.6. Where Linchpin is unable to demonstrate proper reliance on an exception under 17 (3) of the GDPR.

16. Limitation of Liability

- 16.1. Linchpin is not responsible for any breach of security or for any actions of any third parties that receive the School Information.
- 16.2. Notwithstanding anything contained in this Privacy Policy or elsewhere, Linchpin shall not be held responsible for any loss, damage, or misuse of the School Information, if

such loss, damage, or misuse is attributable to a Force Majeure Event. For the purposes of this Privacy Policy, a “Force Majeure Event” shall mean any event that is beyond the reasonable control of Linchpin and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, epidemic, pandemic, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of Linchpin and which Linchpin is not able to overcome.

17. Grievance Officer for Redressal

17.1. In accordance with Information Technology Act, 2000 and rules made thereunder, the name, contact details and designation of the Grievance Officer are provided below:

Designation: Chief Technology Officer

Email: info@linchpin-analytics.com

17.2. In the event of any complaint or any issue raised by the School, the same shall be acknowledged and redressed by the Grievance Officer within the timelines specified under Applicable Laws.

18. Use of AI Systems

Linchpin Analytics may use machine-based systems (**AI Systems**) that are designed to operate with varying levels of autonomy, and which infer how to generate outputs—such as predictions, recommendations, or data visualizations. These systems are employed to enhance educational insights, automate pattern detection, and generate actionable dashboards for school leaders and educators.

Users will be clearly informed, where applicable, when they are interacting with an AI-generated output.

19. AI System Compliance and Transparency

In accordance with Regulation (EU) 2024/1689 (the “AI Act”), Linchpin ensures that:

- All AI Systems used on the Platform are evaluated to determine their classification under the AI Act.
- As of the date of this policy, Linchpin’s AI Systems do not fall under the “high-risk” category as defined by Article 6 and Annex III of the AI Act.
- Linchpin prohibits the use of AI Systems that engage in:
 - Subliminal or manipulative techniques (Article 5(1)(a)),
 - Social scoring (Article 5(1)(c)),
 - Emotion recognition in educational contexts (Article 5(1)(f)),
 - Profiling or exploitation based on vulnerabilities (Article 5(1)(b)),
 - Biometric identification or categorization (Articles 5(1)(g), (h)).

These practices are not deployed or supported by the Platform.

20. AI Literacy and User Awareness

Linchpin is committed to fostering AI literacy and informed use. As part of this effort, educational materials and user guidance will be made available to Platform users to help them understand:

- When and how AI features are activated
- What data they process
- Their implications and limitations

This approach aligns with Article 4 of the AI Act and supports responsible, contextual use of AI-driven insights in educational settings.