SmartStart Education, LLC
SmartStart SAT Prep Platform Privacy Policy
Updated: November 2026

1. Overview: SmartStart Education, LLC (“SmartStart”, “the Company”, “our”, “us”, or “we”) is an education solutions company that provides schools and districts with targeted solutions to meet the needs of students. The SmartStart SAT Prep Platform (the “Platform") is an SAT preparation platform that administers SAT practice assessments, individual practice questions, and progress reporting to prepare students for the official SAT exam. The Platform is provided to contracted, participating schools, districts, community programs, and other organizations (each a "Partner") and their authorized students and staff.

2. Scope: The SmartStart SAT Prep Platform Privacy Policy (the “Policy") applies to Partners and to all Users (as defined in Section 3) who access and use the Platform. It also covers student data processed within the Platform and all parts of the Platform, including public pages, account creation and sign-in, student and staff workspaces, assessments, practice, progress reporting, and Platform-related communications and support. Platform-related requests submitted through our main website contact form are also covered.

SmartStart's separate public website or other platforms have different notices for information collected for purposes unrelated to the Platform. A Partner's own notice and its agreement with SmartStart may also apply. If a signed Partner agreement or applicable student-privacy law imposes stricter protections, we follow those protections.

If you are a parent or guardian with questions about your student's information, please contact your student's organization or contact us using the information in Section 17.

3. Definitions:
Education Records – Records directly related to a student that is maintained by an educational agency or institution, or by a party acting for that agency, as defined by the Family Educational Rights and Privacy Act ("FERPA").
Partner – A participating school, district, community program, or other organization that provides the Platform to its authorized students and staff under an agreement with SmartStart.
Organization – The Partner's account within SmartStart SAT Prep Platform that includes all their users and permissions.
Personal Identifiable Information – Information that identifies or can reasonably be linked to a person, whether it is provided directly, generated by use of the Platform, included in a communication, or held in a log, backup, export, or support record. It includes information about students, parents or guardians, tutors, Partner staff, purchasers, and other Platform contacts. This term is broader than any one state's technical definition of "personal information."
Users – Students, SmartStart administrators and tutors, Partner staff, and other people authorized by a Partner to access the Platform.

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4. Platform Users and Scope: Access depends on current account status, Organization membership, assigned role, school or program scope, and direct tutor assignment. Partners decide on internal staff and students to invite and role or instructional assignment to give them within the Organization within the Platform. Access to one Organization does not grant access to another, and revoking a role, scope, or membership ends the related access immediately. SmartStart will invite all internal company users, such as authorized administrative staff, program managers, program coordinators, or tutors, depending on agreement with the Partner.

Within these limits, each user role has the following access:

- **Organization Owners** – An Organization owner can manage the Organization and see its authorized student and operational information. The owner also controls which staff members receive access and which students are invited to the Platform.
- **Organization Administrators** – An Organization administrator can see the records or reports within their explicit current scope. Authorized staff reports may include a named student roster and individual score history when needed for educational support. Reports that compare performance across groups require a minimum group size of five students. Scores from small groups under 5 students are withheld to protect student privacy. Staff analytics exclude assessment answer text, contact details, and accommodation records.
- **SmartStart Tutors** – A tutor can see practice test results, progress reports, and education records of students assigned to that tutor.
- **SmartStart Program Coordinators -** A program coordinator has the same access as a SmartStart tutor, extended to students assigned to the tutor(s) they oversee. This includes practice test results, progress reports, and education records. Program coordinators use this access for program oversight and short-term—substitute tutoring.
- **Students** – A student can see their own account, work, and progress.
- **SmartStart Administrative Personnel** – A SmartStart administrator can see aggregate business and progress information across the Platform, but not named student details. Separately authorized SmartStart administrators may receive limited access to underlying information for support, content review, security, or legal compliance, subject to role, confidentiality, and audit controls.

5. Information Collected: We receive information directly from users when they create accounts, complete a profile, take assessments, submit reports, or contact us. We also receive information from a Partner or its authorized staff, such as an invitation destination, membership, school or program placement, tutor assignment, role approval, or accommodation authorization. The Platform generates records as users work, and browsers and hosting systems provide limited technical information needed to deliver and secure the service.

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Depending on a person's role and use of the Platform, we collect or generate the data categories below. The examples in each category are not exhaustive, except where a category specifies that collection is limited to the items shown.

User Information

- *Account and Identity Information*: First and last name, display name, email address, password credential in protected form, email-verification and password-recovery records, account and membership status, and sign-in and session activity. We do not store plaintext account passwords in the Platform database.
- *Organization and Roster Information*: Organization name, seat category, approved staff role, school, district, program, learning-group, and tutor relationships; enrollment, placement, assignment, suspension, and removal history; and the identities of authorized people who made certain changes.
- *Contact and Profile Preferences*: Phone number, grade level, target SAT practice score and test date, time zone, preferred study time and contact channel, reminder settings, accessibility display preferences, and optional text entered about subject focus or tutoring availability. Some fields are required for account setup or a particular feature; others may be changed in the account center.

Student Learning Information

- *Assessment and Learning Information*: Assigned assessments and practice, questions delivered to a student, selected or typed responses, flagged questions, save and submission events, scores and SmartStart practice-score estimates, section and skill performance, pathway completion, item and module activity, time spent actively working on each assessment, as recorded by our servers, and progress or instructional follow-up results. These are educational practice measures, not official SAT scores. We do not infer a medical condition or a student's effort from timing data.
- *Limited Accommodation Information*: A student may indicate yes or no to a product setting asking whether a current Individualized Education Program ("IEP") requires untimed testing. That selection does not in itself grant untimed testing. Authorized Organization staff may create or revoke a separate untimed-assessment authorization, with a record of who acted and when. The Platform is designed not to collect IEP documents, disability diagnosis, medical records, or free-text explanation for this purpose. Users should not submit those details in a profile field or question report.

Reports, Support, and Communications

- *Question Reports and Support*: Question or practice-item issue categories and details submitted by a user, review and resolution status, Platform-related communications with SmartStart support. It also includes records of account-verification, password-recovery, and enrollment messages.

- *Enrollment Code Delivery*: An Organization owner may provide a recipient email address or phone number to send a category enrollment code. The Platform keeps only a partially hidden version of the recipient's address or number, a secured reference to it, the delivery status, and the message provider's tracking number. It does not keep a full copy of the recipient's contact details or the message itself. The selected message provider receives the destination and content needed for delivery.

Technical, Security, and Usage Information

- *Cookies and Performance Information*: Essential session and account-activation cookies, and limited browser performance measurements, such as page-load and interaction metrics labeled only by the general type of page. Performance reporting is designed to avoid names, account identifiers, arbitrary page URLs, search terms, and assessment answers in the metric payload (see Section 8).
- *Device and Security Information*: Device, browser, and network information that our servers and service providers ordinarily receive, which may include an IP address. It also includes security and audit records, such as attempted code use, authorized changes, error categories, and internal record identifiers.

Information We Do Not Collect: The Platform does not ask for a home address, date of birth, district student ID, guardian identity, IEP documentation, disability diagnosis, or payment-card details. Users and Partners should not upload or enter this information unless SmartStart has approved a specific feature for it and provided appropriate notice and a process for providing such information. If a User enters personal or sensitive information into a free-text field or support message, this Policy will apply, despite the fact that the entry of such information is discouraged.

6. Information Utilization and Disclosure: SmartStart uses personal information collected through the Platform only to provide the Platform to Partners and their users and to keep it secure and reliable, including to:

- Create and protect accounts, verify email addresses, authenticate users, help users recover account access, and manage access codes, seats, roles, and sessions;
- Provide assessments, save responses, calculate practice results, show students their progress, and support authorized teaching follow-ups;
- Give authorized tutors and Partner staff the roster, progress, and operational information needed for their assigned educational responsibilities;
- Help Partners manage memberships, placement, assignments, accommodation authorizations, and use of the Platform;
- Deliver requested service communications, such as account and enrollment messages, and honor communication preferences where a feature offers them;
- Review question reports, correct content or service issues, maintain reliability and accessibility, and evaluate content with appropriately scoped, non-AI methods or statistics that do not identify a person;

- Secure the service, detect misuse, investigate incidents, keep required audit records, and comply with applicable legal duties; and
- Respond to support requests and administer our relationship with Partners.

When SmartStart processes student information on a Partner's behalf, the Partner is the decision-maker for the education records it maintains, and SmartStart acts as its service provider for those records. In that role, we use student information to provide the contracted educational service and to follow the Partner's authorized instructions, subject to applicable law. Separately, SmartStart may determine the purposes and means of limited business-contact, website, and security processing where the law treats SmartStart as a controller. In either case, the applicable Partner agreement establishes the legal role and required data-processing terms. This Policy does not give any SmartStart employee authority to view or update a student's record beyond the access assigned in the Platform.

These purposes also place firm limits on how we use student information. We do not use a student's answers, performance, or accommodation information to advertise to the student or to build a profile for targeted advertising. SmartStart progress summaries and teaching prompts are generated using set rules and calculations. They ~~are not~~ do not diagnose a learning disability or any medical or psychological condition~~,~~ they are not official SAT scores or predictions, and they do not make automated decisions about admission, eligibility, or a student's rights. Our commitments on artificial intelligence are described in Section 7.

The same limits apply when we share information. We disclose personal information only for the purposes described in this section or as otherwise directed or permitted by the Partner and applicable federal, state, or local law:

- **Partners and Authorized Users:** Student information and reports are available according to the role and scope rules in Section 4 and may be supplied to the Partner under its agreement with us.
- **Service Providers:** Hosting, database, backup, security, and communications providers process information for us under applicable agreements and instructions (see Section 9).
- **User or Partner Requests:** We may share information when a user or authorized Partner administrator directs a supported disclosure, and we have verified the request and authority.
- **Legal and Safety Reasons:** We may disclose information if required by law or legal process, or when reasonably necessary to protect the rights, safety, and security of students, users, SmartStart, or others, subject to applicable student-privacy rules and contractual limits.
- **Business Transfers:** If SmartStart is involved in a merger, acquisition, financing, or transfer of this Platform, information may be reviewed or transferred only under appropriate confidentiality and continuity protections, applicable Partner

agreements, and applicable student-privacy law. The transaction does not override contractual limits on school data.

Because we share information only in these ways, we do not sell Platform personal information, including student information, or share it with data brokers. We do not process Platform personal information for targeted advertising, place third-party advertising cookies in the Platform, or allow service providers to use student information for their own advertising.

De-Identified Data: The limits in this section apply to personal information. De-identified data is data from which names, identification numbers, and other direct and indirect identifiers have been removed, so that it cannot reasonably be used to identify an individual, alone or in combination with other reasonably available information.

Unless the applicable Partner agreement prohibits it, SmartStart may use de-identified data to improve its educational programs and services. SmartStart may also publish aggregated results to demonstrate program effectiveness, subject to the minimum group size requirements described in Section 4.

SmartStart does not publish record-level de-identified data or supply de-identified data to any AI system, including datasets derived from personal information in SmartStart's production systems. SmartStart will not attempt to re-identify de-identified data. De-identified data is disclosed only to service providers acting on SmartStart's behalf, under written obligations at least as protective as this Policy, including a prohibition on re-identification, or as described under "For a business change" above.

7. Artificial Intelligence: SmartStart does not provide, upload, transmit, or otherwise process any personal information collected through or in connection with the Platform through an artificial intelligence ("AI") system, whether operated by SmartStart or a service provider.

This applies to students, parents or guardians, SmartStart staff, Partner staff, purchasers, and Platform contacts. It covers names, email addresses, phone numbers, accounts, learning and accommodation records, responses and scores, and personal information in communications, support tickets, logs, telemetry, screenshots, backups, exports, or any other Platform-related source. It applies whether a record comes directly from the production database or through an indirect path, such as an application endpoint, copied report, troubleshooting transcript, or vendor integration.

For this commitment, AI systems include generative AI, large language models, AI agents, and machine-learning or AI-enabled features that analyze or produce an output from the information. The prohibition covers prompting, retrieval, inference, generation,

classification, summarization, automated support, training, fine-tuning, evaluation, and product improvement. It is not limited to model training. The Platform's assessment scoring, progress reporting, and role-based analytics use defined application and database rules and calculations rather than AI processing of personal information.

This commitment does not cover automated security and anti-abuse protections built into our hosting, email, and messaging providers, including but not limited to spam, malware, and fraud filtering. These protections screen traffic to keep the service safe; they do not use Platform personal information to generate content, build profiles, or train AI models.

Large Language Model Training Disclosure: We do not collect, use, or sell personal data for the purpose of training large language models. We do not sell personal information for any purpose described in this Policy.

AI-Assisted Software Development: AI-assisted software development may use source code, schemas, documentation, and synthetic test data that contain no personal information. It may not use real production records, support records, logs, exports, screenshots, backups, or datasets derived from production. This AI boundary applies regardless of storage location or format.

8. Cookies and Performance Measurement: The Platform uses first-party cookies necessary to complete account activation and keep a user signed in. They carry protected session or activation tokens. Users may block these cookies in their browser, but account features will not work without them. In production, these cookies are configured with protections such as HttpOnly, SameSite, and Secure.

The Platform collects limited, sampled browser performance measurements to find slow or unreliable pages. The measurement uses a fixed page label and performance value; it is not intended to record the user's name, answers, arbitrary page path, search text, or account identifier. Web servers and hosting providers may nevertheless receive ordinary network information, including IP addresses, as part of delivering a request.

SmartStart does not use the Platform to place third-party advertising cookies or conduct targeted-advertising tracking. If we introduce optional analytics or other nonessential cookies, we will update this Policy and provide any choice required by law before enabling them. Because the Platform does not track users across third-party websites or services, it does not respond differently to browser Do Not Track signals.

9. Service Providers: Each service provider listed below processes information for SmartStart under applicable agreements and instructions. SmartStart does not authorize providers to process Platform personal information through an AI system or use it to train

one; before a provider receives such information, SmartStart confirms that its contract, product configuration, and actual data flows support that restriction.

Application Name	Purpose	Student Personal Information Handled	Additional Information
AWS	Hosting, PostgreSQL database, backups and secret storage. Processes information stored by the platform.	All information stored in the Platform, including account, roster, profile, assessment response, score, and accommodation-authorization information	Datacenter located in United States.
Twilio Sendgrid	Transactional account/security and enrollment email. Receives recipient email and necessary message content, including codes or reset links.	Email address	Receives the destination and content needed to deliver a requested message, including an enrollment code when one is sent.
Twilio	SMS for enabled account/security and enrollment features. Receives destination phone number and necessary message content.	Cell phone number	Optional feature.
HubSpot	Company CRM. Contains logistical information of programs with partners and contact information of Partner point of contacts.	None	

10. FERPA Notice: To the extent SmartStart SAT Prep Platform processes education records subject to the Family Educational Rights and Privacy Act ("FERPA"), we act as a "school official" with a "legitimate educational interest" only where the Partner designates us as such through its written agreement with us and its own FERPA policies and annual notification (34 CFR 99.31(a)(1)(i)(B)). Where so designated, we perform an institutional

service or function for which the Partner would otherwise use its own employees, we operate under the direct control of the Partner with respect to the use and maintenance of education records, as established through our written agreement and the requirements of 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

SmartStart uses education records only for the purposes authorized by the Partner and described in our agreement with the Partner and this Policy. We do not re-disclose personally identifiable information from education records except (a) as directed by the Partner consistent with FERPA, (b) with the prior written consent of the parent or eligible student, or (c) as otherwise permitted under FERPA (including in response to a lawfully issued subpoena or court order), in which case we will notify the Partner before disclosing unless the order prohibits it, so the Partner can provide any notice to parents or eligible students required by 34 CFR 99.31(a)(9)(ii).

Partners retain ownership and control of their students' education records. Requests to access, amend, or correct education records should be directed to the Partner, consistent with the Partner's FERPA policies. If a parent or eligible student asks a Partner to inspect and review education records we maintain on the Partner's behalf, we will make those records available to the Partner within 10 business days so that the Partner can meet its obligations under 34 CFR 99.10.

If SmartStart becomes aware of a breach or unauthorized release involving education records, we will notify the affected Partner as described in Section 15.

11. COPPA Notice:
The Platform is intended for students aged 13 or older and authorized adults.

Partners must not invite students under the age of 13 to use the Platform unless SmartStart first publishes the required under-13 notice under the Children's Online Privacy Protection Act ("COPPA") and establishes a legally sufficient parent- or Partner-authorized consent and administration process. A student under the age of 13 should not create an account or submit personal information. If SmartStart learns that a student under the age of 13 was enrolled without the required process, we will restrict the account and work with the Partner and parent or guardian, as appropriate, to address the information under applicable law.

Students Under 18: Students under the age of 18 may use the Platform only through an authorized Partner and in accordance with applicable law and Partner requirements. A parent or legal guardian with a question about a student's education record should ordinarily contact the student's organization first, but may also contact SmartStart. We will verify authority and coordinate with the Partner before disclosing or changing a student's record.

SmartStart does not sell Platform personal information or use it for targeted advertising.

12. State Student Privacy Laws:

California: For Partners in California, SmartStart will comply with California's Student Online Personal Information Protection Act ("SOPIPA"), Cal. Bus. & Prof. Code §§ 22584-22585. We do not use covered information to engage in targeted advertising on our site, build a non-educational profile of a student, sell or rent a student's information, or disclose covered information except as authorized by the Partner or permitted under SOPIPA. SmartStart will maintain reasonable security procedures for covered information, delete student data as described in Section 14, and notify Partners of breaches as described in Section 15.

Connecticut: For Partners in Connecticut, SmartStart will comply with Connecticut General Statutes Sections 10-234aa through 10-234dd. Student data remains the property of and under the control of the Partner; we do not use student data for targeted advertising; and we delete student data as described in Section 14 and notify Partners of breaches as described in Section 15.

Illinois: For Partners in Illinois, SmartStart will comply with the Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85. We act as an "operator" under SOPPA, use student data only to further the purposes authorized by our agreement with the Partner, do not sell student data or use it for targeted advertising, and maintain administrative, technical, and physical safeguards for student data consistent with SOPPA. We delete student data as described in Section 14 and notify Partners of breaches as described in Section 15.

Louisiana: For Partners in Louisiana, SmartStart will comply with Louisiana Revised Statutes 17:3914, which governs access to and disclosure of student information by parties operating on behalf of Louisiana public school systems. We access student information only as authorized under our agreement with the applicable Partner, use it solely to provide the contracted services, and do not disclose personally identifiable student information except as permitted under the statute. We delete student data as described in Section 14 and notify Partners of breaches as described in Section 15.

Maryland: For Partners in Maryland, SmartStart will comply with the Maryland Student Data Privacy Act, Maryland Education Code Section 4-131. We do not sell student data or use it for targeted advertising, and we delete student data at the Partner's direction as described in Section 14. We maintain reasonable security procedures for student data as described in Section 13 and notify Partners of breaches as described in Section 15.

Massachusetts: For Partners in Massachusetts, SmartStart will comply with the Massachusetts student records law, M.G.L. c. 71, §§ 34D, 34E and 34H, and the Student

Records Regulations, 603 CMR 23.00, in addition to FERPA. We access student record information only as a contractor performing institutional services on the Partner's behalf. Access is limited to authorized SmartStart personnel directly involved in delivering the services, and we use student data solely to provide those services. Student data remains the property of and under the control of the Partner. We do not permit any other third party to access personally identifiable information from a student record without the written consent of the parent or eligible student, other than the service providers listed in Section 9, which act solely on our behalf to host and operate SmartStart SAT Prep Platform, or as otherwise permitted by law. Requests from parents or eligible students to inspect or amend student records should be directed to the Partner, and we will promptly provide the records we maintain so the Partner can meet its response timelines under 603 CMR 23.00. Where required, we will execute the Partner's Massachusetts Student Privacy Alliance data privacy agreement.

SmartStart SAT Prep Platform is designed not to collect Social Security numbers, driver's license or state ID numbers, or financial account numbers, which are the categories of personal information covered by the Massachusetts data security and breach notification law, M.G.L. c. 93H, and its regulations, 201 CMR 17.00. The administrative, technical, and physical safeguards described in Section 13 are consistent with those standards. We do not sell student data or use it for targeted advertising, we delete student data as described in Section 14, and we notify Partners of breaches as described in Section 15. We will also comply with any student data privacy legislation Massachusetts enacts that applies to our services.

New York: For Partners in New York, SmartStart is a third-party contractor under New York Education Law Section 2-d and 8 NYCRR Part 121. We commit to executing the data privacy agreement and supplemental information each New York Partner requires, including the Partner's Parents' Bill of Rights for Data Privacy and Security, and to meeting the data security and privacy requirements those agreements impose, including binding our subcontractors to obligations consistent with them. For New York City Public Schools, those requirements include the ones NYCPS applies to vendors under Chancellor's Regulation A-820. Our breach notification commitment in Section 15 meets the seven calendar day notice requirement of 8 NYCRR 121.10. SmartStart SAT Prep Platform does not collect or process teacher or principal annual professional performance review (APPR) data.

Ohio: For Partners in Ohio, SmartStart will comply with Ohio Revised Code §§ 3319.325 through 3319.327, enacted by Senate Bill 29, which governs how technology providers collect, use, and protect student data and education records on behalf of Ohio school districts. As required under Revised Code 3319.326, we comply with Ohio Revised Code Chapter 1347 with respect to the collection, use, and protection of student data as if we were the school district itself, and we will make available a complete copy of our contract with the Partner upon the Partner's request, consistent with districts' obligation to make

technology-provider contracts available for parent inspection. We do not use student data for targeted advertising, delete student data as described in Section 14, and notify Partners of breaches as described in Section 15.

Texas: For Partners in Texas, SmartStart will comply with the Student Data Privacy Act, Texas Education Code §§ 32.151–32.157 (enacted by House Bill 2087). We do not use student data to deliver targeted advertising, build student profiles unrelated to providing our services, or sell or license student data to third parties. We delete student data upon a valid Partner request as described in Section 14 and notify Partners of breaches as described in Section 15.

If a Partner is located in a state not listed in this section, SmartStart will comply with that state's student privacy laws and applicable district policies.

13. Data Hosting and Security: SmartStart Education is based in the United States. The Platform is hosted on Amazon Web Services (AWS), and Platform information is stored and processed in the United States. Where law requires a specific transfer safeguard or data location, SmartStart follows the applicable Partner agreement and legal requirements.

SmartStart maintains administrative, technical, and organizational safeguards designed to protect information against unauthorized access, alteration, loss, and disclosure. These safeguards include:

- Encryption in transit: Connections between a User's browser and the Platform are protected using HTTPS with TLS 1.2 or later.
- Encryption at rest: Platform data and backups are encrypted using AES-256, with encryption keys managed by AWS.
- Physical security: Data is housed in AWS-managed data centers in the United States, covered by AWS's SOC 2 Type 2 attestation.
- Account protection: Passwords and session tokens are protected using industry-standard practices.
- Access controls: Access if limited by role and assignment, following the principle of least privledge.
- Audit logging: Sensitive administrative actions are recorded in audit logs.

No online service can guarantee absolute security. Users are responsible for protecting their passwords, signing out of shared devices, and promptly notifying their Organization or SmartStart of any suspected unauthorized access.

External Links: The Platform may link to external websites, including SmartStart's main website. A separate notice may govern information collected directly by those sites for unrelated purposes. When a person uses the main website contact page for a Platform-

related privacy, account, or support request, we treat the request and any personal information in it as Platform-related and covered by this Policy.

14. Data Retention and Deletion: SmartStart retains student and program information within the Platform for as long as necessary to provide the services to the applicable Partner, fulfill the purposes described in this Policy, and comply with contractual and legal obligations. Retention periods for student data are governed by the agreement(s) with the applicable Partner; this includes any requirements to delete or return student data upon expiration or termination of that agreement or upon a valid request from the Partner or a parent/guardian.

15. Breach Notification: If SmartStart becomes aware of a breach or unauthorized release of student data we maintain for a Partner, SmartStart will notify the affected Partner promptly, without unreasonable delay, and in no event later than 72 hours after discovery, unless a shorter timeframe is required by our signed contract or agreement with that Partner or by applicable law. SmartStart will follow any additional breach notification procedures set out in the signed contract or agreement with the affected Partner, including requirements regarding the content of the notice, the method of delivery, and cooperation with the Partner's investigation and response. If a security incident affects the personal information of other Users, such as Partner staff or tutors, SmartStart will notify affected individuals and regulators as required by applicable federal, state, or local breach notification laws.

16. Changes to this Policy: SmartStart reserves the right to update the privacy policy at any time. The revised date will be updated to the month and year of any changes to the posted policy. All policy changes take place immediately upon posting. SmartStart will notify Partners before a material change to how student data is collected, used, or shared takes effect. SmartStart will not apply a retroactive material change to personal information without the notice and consent process required by applicable law. No change reduces the protections in a signed agreement.

17. Contact Us: Because SmartStart SAT Prep Platform is provided on behalf of our Partners, requests to access, correct, export, or delete student data should generally be directed first to the applicable school, district, or program. SmartStart will support our Partners in fulfilling these requests and will respond directly to verifiable requests submitted directly to us. Partner staff, tutors, and other adult Users may contact SmartStart directly to request access to, correction of, or deletion of their own personal information, and will respond within 30 days after verifying the request. Questions or requests relating to this privacy policy may be sent to SmartStart by mail or email using the contact information below.

Mail:

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SmartStart Education
ATTN: Legal Operations
59 Elm Street
STE 225
New Haven, CT 06510

Email: privacy@smartstarteducation.com