



## *iKeepSafe Product Profile* *EnlightenAI*

### Introduction

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The iKeepSafe FERPA, COPPA and CSPC Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This iKeepSafe Product Profile is intended to assist you in determining whether [EnlightenAI](#) complies with FERPA, CSPC and COPPA. It indicates that [EnlightenAI](#) has been assessed for alignment with the iKeepSafe FERPA, COPPA and CSPC Guidelines.

### Product Overview

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EnlightenAI

<https://enlightenme.ai/>

EnlightenAI is an AI grading, feedback, and data-driven instruction platform. The AI grading assistant allows teachers to grade digitally submitted student work through an adaptive AI assistant that learns and grows more accurate and aligned with the teacher with each submission. Teachers can also create assignments in EnlightenAI and assign them to students directly, including in a way in which students would receive immediate on-demand feedback from an AI assistant that's given instructions by the teacher. In either case, when teachers are finished grading and giving feedback on student work, they can turn data-driven insights into resources that target student learning needs. They create resources such as worksheets and practice problems. The tool integrates with Google Classroom. It will soon integrate with the Canvas API. Teachers can also upload a spreadsheet, and soon they'll be able to copy and paste or upload documents to get student work into the system. From there, teachers are able to create feedback handouts or post comments back to the students' learning management system depending on which LMS the teacher uses and whether they've integrated that LMS with EnlightenAI.

## Agreement

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**A. As related to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Section 1232g), EnlightenAI agrees:**

1. Student records obtained by EnlightenAI from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to EnlightenAI.
2. EnlightenAI users retain possession and control of their own generated content by contacting the educational institution.
3. EnlightenAI will not use any information in a student record for any purpose other than those required or specifically permitted by the EnlightenAI Terms of Service and Privacy Policy.
4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, EnlightenAI users may access, correct, update, or delete personal information in their profile by signing into EnlightenAI, accessing their EnlightenAI account, and making the appropriate changes.
5. EnlightenAI is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions:
  - a. we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities;
  - b. we conduct background checks on our employees that may have access to student data;
  - c. we conduct regular employee privacy and data security training and education; and
  - d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student's records, EnlightenAI will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.

Notification shall identify:

- (i) the date and nature of the unauthorized use or disclosure;
- (ii) the Private Data used or disclosed;
- (iii) general description of what occurred including who made the unauthorized use or received the unauthorized disclosure;
- (iv) what EnlightenAI has done or shall do to mitigate any effect of the unauthorized use or disclosure;
- (v) what corrective action EnlightenAI has taken or shall take to prevent future similar unauthorized use or disclosure; and
- (vi) who at EnlightenAI the User can contact. EnlightenAI will keep the User fully informed until the incident is resolved.

7. EnlightenAI will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
8. EnlightenAI agrees to work with educational institutions to ensure compliance with FERPA and the parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described above.
9. EnlightenAI prohibits using personally identifiable information in student records to engage in targeted advertising.
10. EnlightenAI will not make material changes to our Terms of Service or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected without prior notice to the educational user.

**B. As related to Student Online Personal Information Protection Act (SB 1177 -“SOPIPA”), EnlightenAI agrees:**

**Prohibitions:**

1. EnlightenAI does not target advertising via its website or on any other website using information about a K-12 student acquired from a use of the technology.
2. EnlightenAI does not use information, including persistent unique identifiers, created or gathered by the site to amass a profile about a K–12 student except in furtherance of K–12 school purposes.
3. EnlightenAI does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
4. EnlightenAI does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

**Obligations:**

5. EnlightenAI is committed to maintaining the security and confidentiality of pupil records as noted herein.
6. EnlightenAI will delete student information when requested by the school district.
7. EnlightenAI will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

**C. As related to the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C §§ 6501- 6506 ),  
EnlightenAI agrees:**

1. EnlightenAI contracts directly with schools and, as such, may rely on consent from the school instead of the parents for collection of personal information from students when data collected is for the use and benefit of the school, and not for any other commercial purposes.
2. EnlightenAI makes available clearly written policies explaining what data it collects from users, how such data is used, stored and to whom it may be disclosed.
3. EnlightenAI makes a copy of the privacy policy available to the school prior to completion of the sale, download or installation of the product.
4. EnlightenAI provides the school a description of the types of personal information collected; an opportunity to review the child's personal information and/or have the information deleted; and the opportunity to prevent further use or online collection of a child's personal information.
5. EnlightenAI collects limited data from or about children that is reasonably needed to provide users with a feature or activity, or to perform a valid business function that meets the strict definition of support for internal operations.
6. EnlightenAI does not and will not condition a child's participation in an activity on the child disclosing more personal information than is reasonably necessary to participate in such activity.
7. EnlightenAI maintains reasonable procedures to protect the confidentiality, security, and integrity of personal information collected from children. It takes reasonable steps to release children's personal information only to service providers and third parties who can maintain the confidentiality, security and integrity of such information, and who provide assurances that they will maintain the information in such a manner.
8. EnlightenAI will retain personal information collected online from a child only as long as is reasonably necessary to fulfill the purpose for which the information was collected. It must delete such information using reasonable measures to protect against unauthorized access to, or use of, the information in connection with its deletion.
9. EnlightenAI will conduct annual training related to data privacy and security, including FERPA and COPPA requirements, for all employees responsible in whole or in part for design, production, development, operations and marketing of their products. Such training will include all employees who are directly or peripherally involved in collection, use, storage, disclosure or any other handling of data.
10. EnlightenAI will not make material changes to its privacy and security policies, including adding practices around new or additional data collection, or changes that may lessen the previously noted protections without prior notice to the school, separate from any notice in a "click wrap" agreement. It will notify schools and obtain the prior verifiable consent for any material changes to its privacy policy that affect the collection or use of personal information from students.

**Data Access and Review Process**

Any party wishing for EnlightenAI to provide or correct their personal information can make a request either via their school or directly to EnlightenAI and they will provide or correct the information as instructed.

A data access request which asks EnlightenAI to provide, correct or delete personal information can be sent via an email to [info@enlightenme.ai](mailto:info@enlightenme.ai). Depending on the nature of the request they may require the requestor to provide information to verify their identity, and/or be an authorized agent of their school.

EnlightenAI collects data on behalf of schools. Any party wishing for EnlightenAI to provide, correct or delete their personal information can make a request via their school, and they will fulfill the data request in a timely manner.

## Security Protocols

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EnlightenAI has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

### Data in Transit

EnlightenAI uses secure socket layer technology (SSL) when a user enters any information anywhere on the Service as a default and this technology enables the encryption of that information during server transmission.

### Data at Rest

EnlightenAI's database is encrypted at rest, where they store a user's personal information, which converts all personal information stored in the database to an unintelligible form.

### Data Center Security

EnlightenAI uses Fly.io's cloud infrastructure and they conform to the following:

EnlightenAI employs Fly.io as our hosting provider, which ensures data protection through encryption both during transit and at rest. Data in transit is secured using HTTPS, safeguarding information exchanged between clients and our servers. At rest, data is encrypted using Linux LUKS block storage encryption, as implemented by Fly.io.

Please see more information below in the available link:

<https://fly.io/docs/security/security-at-fly-io/>

### Personnel

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of EnlightenAI will receive annual privacy and security training that includes FERPA and COPPA.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities.

## Access to Audit

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Once per year, EnlightenAI will provide schools with:

- ☒ audit rights to the school's data
- ☒ access to the results of EnlightenAI or its third-party security audit

## Data Breach

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In the event of an unauthorized disclosure of a student's records, EnlightenAI will promptly notify users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify:

- a. the date and nature of the unauthorized use or disclosure;
- b. the Private Data used or disclosed;
- c. general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure;
- d. what EnlightenAI has done or shall do to mitigate any effect of the unauthorized use or disclosure;
- e. advice to the impacted user on how they can best protect themselves;
- f. what corrective action EnlightenAI has taken or shall take to prevent future similar unauthorized use or disclosure; and
- g. who at EnlightenAI the user can contact. EnlightenAI will keep the user fully informed until the incident is resolved.

EnlightenAI will notify impacted user (s) within a reasonable period of time following the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, and any acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by EnlightenAI.

## Data Deletion

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EnlightenAI stores your personal information for as long as it is necessary to provide products and Services to you and others. Personal information associated with the user account will be kept until the account is deleted or until we no longer need the data to provide products and services.

EnlightenAI may have to retain some information after your account is closed, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. At EnlightenAI, a user may delete their account at any time by contacting their school directly or by contacting EnlightenAI at [info@enlightenme.ai](mailto:info@enlightenme.ai)

## Research

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EnlightenAI may use data which has been de-identified and/or aggregated for product development, research, analytics and other purposes, including for the purpose of analyzing, improving, or marketing the Services. On certain occasions, EnlightenAI may share this data with business partners to improve their services or offerings. If they disclose information to authorized business partners to conduct research on online education or assist in understanding the usage, viewing, and demographic patterns for certain programs, content, services, promotions, and/or functionality on our Service, such data will be aggregated and, or anonymized to reasonably avoid identification of a specific individual.

## Third Parties

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EnlightenAI does not sell, trade, lease or loan the personal information they collect or maintain, in the course of providing the service, to any third party for any reason, including direct marketers, advertisers, or data brokers.

EnlightenAI contracts with other third-party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions. EnlightenAI has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with EnlightenAI's data privacy and security policies and expectations.

**EnlightenAI utilizes the following third-party vendors:**

### Service providers

**Anthropic** for AI API services

**Info shared:** Assignment details, student written work (without personally identifiable information)

**Appsignal** for analytics and event tracking

**Info shared:** Anonymized user session data, device/browser info, and application errors.

**Fly.io** for hosting services and storage

**Info shared:** Everything in EnlightenAI

**Google Analytics** for web analytics

**Info shared:** Anonymized web traffic, e.g., page views, session durations, device/browser info.

**Google** for single-sign on, Google Classroom integration, and importing and exporting from Drive

**Info shared:** EnlightenAI receives an authentication token and email for SSO but does not share information with Google; for Google Classroom, EnlightenAI receives rosters (names and emails), course names, topics, assignments, and submitted student work, but does not share data with Google

**Instructure** for Canvas integration customers

**Info shared:** EnlightenAI receives rosters (names and emails), course names, assignments, and submitted student work; EnlightenAI posts scores and feedback comments for students at the user's discretion

**Intercom** for in-app chat support for users

**Info shared:** User names and email addresses

**Metabase** for event tracking

**Info shared:** Anonymized user interactions within the app.

**Microsoft** for single-sign on

**Info shared:** EnlightenAI receives an authentication token and email for SSO but does not share information with Microsoft

**OpenAI** for AI API services

**Info shared:** Assignment details, student written work (without personally identifiable information)

**PostHog** for app analytics

**Info shared:** Name, email, device information and actions or interactions with the app.

**Sendgrid** for customer communications

**Info shared:** Name and email address

**Sentry** for event logging for analytics

**Info shared:** Anonymized user session data, device/browser info, and application errors.

**TogetherAI** for AI API services

**Info shared:** Assignment details, student written work (without personally identifiable information)



Product Data List

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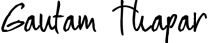
Data Collection by EnlightenAI include the following:

	DATA Collected for Operation	General Purpose of Data Collected
1	STUDENT FIRST AND LAST NAME	Required to support Product Functionality
2	STUDENT EMAIL ADDRESS	Required to support Product Functionality
3	OTHER STUDENT ID	Required to support Product Functionality
4	SCHOOL NAME	Required to support Product Functionality
5	BROWSER TYPE	To help investigate and fix reported bugs.
6	ACCESS TIME	To provide and improve the platform for the user (e.g., letting schools know about usage).
7	TIME SPENT ON SITE	To provide and improve the platform for the user (e.g., letting schools know about usage).
8	PAGE VIEWS	To provide and improve the platform for the user.

Accuracy Statement

EnlightenAI hereby confirms the accuracy and truthfulness of all information provided to iKeepSafe during the assessment process. EnlightenAI hereby confirms the accuracy and truthfulness of all information contained in the EnlightenAI profile and has authorized iKeepSafe to make the profile available to any interested schools.


Signed and agreed:

DocuSigned by:  
  
7EC2AC24763A415  
(Signature)

Gautam Thapar  
Co Founder & CEO,  
Enlighten AI  
408.858.4154

03/28/2025

The EnlightenAI service has been reviewed and found in alignment with iKeepSafe's FERPA, CSPC and COPPA Privacy Program Guidelines as indicated by this product profile. EnlightenAI has been awarded the iKeepSafe FERPA, CSPC and COPPA Certification.

DocuSigned by:  
  
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(Signature)

Amber Lindsay  
President & CEO  
iKeepSafe

03/28/2025

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