

AMIRA LEARNING, INC. PRIVACY POLICY

Last Updated: July 20, 2026

For a printable version of this Privacy Policy, [click here](#)

US School Experience

This Privacy Policy explains how Amira Learning Inc. (“Amira,” “we,” “our” or “us”) collects, uses and discloses personal information about users of our Amira app (“Amira App”), website, and other online products and services (collectively, the “Services”). “Personal information” is defined as information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. This Policy addresses our information practices applicable to our Services. Our information practices vary depending upon the type of user and the portion of the Amira App used by that user.

Users of the Services include child users (any child under the age of 13 enrolled in school districts and schools that make the Amira App or other Services available) (“Child”); minor users (any individual under the age of 18 enrolled in school districts and schools that make the Amira App or other Services available) (“Minor”); and adult users (including teachers, school administrators, district administrators, and other educators who purchase our Services or work in a district or school that purchased our Services (“Educators”). Child and Minor users will be referred to collectively as “Student Users.” This Privacy Policy collectively refers to Student Users, Educators, and any other visitors to our website or Services (e.g., parents or guardians) as “Users.” A Student User may only use the learning portion of the Services.

Only Educators can create accounts and subscribe to the Services. If you are acting on behalf of a School, you represent and warrant that you are at least eighteen (18) years old and have the authority, the right, and the capacity to legally bind the school and have read and understand this Privacy Policy.

The privacy policy covering personal data transferred from the European Union and the United Kingdom can be found below in the Section titled **“Amira Learning EU**

and UK Privacy Policy.” The privacy policy applicable to personal associated with our services in Canada, please see **“Amira Learning Privacy Policy – Canada.”**

State-Specific Notes

- If you are a resident of a U.S. state which has enacted a consumer privacy law, such as California, please see our [Additional Privacy Notices for U.S. Residents](#) for additional state specific information and disclosures.
- Please also see our Additional Privacy Rights section below for more information about exercising your eligible privacy rights.

Children's and Minor's Information

Except as explicitly described in this Privacy Policy, we do not knowingly collect personal information from Children or Minors without consent from the school. We only collect, maintain, use or share personal information from Children or Minors as needed for authorized educational or school purposes as allowed under applicable law. If we learn that we have collected personal information from a Child or Minor without appropriate consent, we will delete that information.

We do not sell personal information of Children or Minors. We do not use or disclose information about Children or Minors (whether personal information or otherwise) for behavioral targeting of advertisements to Children or Minors. We do not build personal profiles of Children or Minors other than for supporting authorized educational/school purposes.

Collection of Information

Information Provided to Us

We collect information that Users provide when using the Services, including when Educators sign up for Services.

From Educators

- **Educator Registration Information:** We collect registration information, including name, email address, school affiliation and the grade level and names of classes Educators teach.
- **Student User Roster Information:** We collect information the Educator provides to enable a Student User's use of the Amira App, including the

Student User's first name and last name, school email address and password, school name, class name, grade level and local language (e.g. English). We may also collect the email address of the Student User's parent or guardian.

- **Communications Information:** We may collect the content of your communications for support purposes when you contact Amira via email, call, or via chat features.

From Student Users

- **Audio Recordings.** When a Student User interacts with the Amira App, we collect recordings of the Student User's voice. We retain recordings of the Student User's voice when collected from our in-school experience. These recordings enable our AI-driven algorithms to understand their reading strengths and areas where the Student User would benefit from more practice, evaluate their progress, and customize their experience. We also use these recordings to improve the AI models supporting our Services and the Amira App. Audio recordings will only be used for new product development with appropriate consent as required under applicable law.

Information We Collect Automatically

When Educators access or use the Amira App or our Services, we automatically collect certain information, including:

- **Device and Log Information:** We collect information about the device used to access the Amira App or our Services, including the hardware model and device type, unique device identifiers browser type, network information, operating system and version. We also use analytics software to allow us to better understand the functionality of the Amira App and our Services. This software may record information such as access times and frequency, activity within the Amira App or on our Services, and performance data such as crash reports.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information from our Services, including first-party cookies. Cookies are small data files stored on hard drives or in device memory that help us improve our Services and users' experience, see which areas and features of our Services are popular and count visits. For

more information about cookies, and how to disable them, please see “Your Choices” below.

When Student Users access or use the learning portion of the Amira App, we automatically collect certain information, including:

- **Amira App Activity Information:** We collect information about a Student User’s interactions with the Amira App, such as the stories the Student User reads, where they tap, and their progress and choices within the Amira App. Our collection of this information through first-party cookies and other tracking technologies (as defined above) is used only to support the internal operations of the Services.

Use of Information

We use information we collect from Educators to:

- Permit Educators to register for our Services;
- Send Educators technical notices, updates, security alerts and support and administrative messages;
- Respond to Educators’ comments, questions and requests and provide customer support;
- Send Educators metrics and information about a Student User’s reading progress through the in school application;
- Provide marketing communications that we believe may be of interest to Educators; and
- To measure the effectiveness of our advertising to Educators.

We use the information we collect from Student Users to:

- Profile, personalize, and improve a Student User’s experience on the Amira App and provide content or features that match the Student User’s reading level and interests, as well as to monitor trends, usage and activities, so that we can make the Amira App more helpful to all Student Users; and
- Track a Student User’s reading progress and usage of the Amira App.

We use information collected from both Educators and Student Users to:

- Analyze, operate and improve our existing Services;
- Detect, protect against, and prevent security incidents and illegal or unauthorized activities, as well as investigate complaints and claims;
- Comply with applicable laws, legal processes or enforceable governmental requests, and defend against or pursue claims, disputes or litigation – in court or elsewhere; and
- Enforce our policies, terms and conditions, or other agreements.

Disclosure of Information

We may disclose the information we collect from Educators as follows:

- Between and among Amira and current and future parent companies, affiliates, subsidiaries and other companies under common control and ownership, provided such entities are subject to the commitments set forth in this Privacy Policy.
- With Educator consent or at the Educator's direction.

We may disclose the information we collect from Educators and Children as follows:

- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf, provided such third parties are obligated to treat the data we provide in accordance with the commitments set forth in this Privacy Policy;
- In response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;
- If we believe Users' actions are inconsistent with our user agreements or policies, or to protect the rights, property and safety of Amira or others; and
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company, provided the successor entity will protect the data in accordance with the commitments in this Privacy Policy.
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify any individual. Where we maintain

de-identified information, we take reasonable measures to ensure that the information cannot be associated with a Student User, Educator, or household, maintain the information in de-identified form, prohibit recipients contractually from attempting re-identification, and otherwise comply with applicable law.

Amira takes the privacy of User data seriously and does not process User data as follows:

- We do not disclose the personal information of any Student User to third parties for any marketing or promotional purposes.
- Amira does not share mobile information with third parties/affiliates for marketing/promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.
- Amira does not “sell” or “share” User data as those terms are defined under applicable law.

Data Security Safeguards

We take data security very seriously and have implemented industry-standard security measures to protect personal information against loss, theft, unauthorized access, and unauthorized disclosure. Some of the key security practices and safeguards we employ include:

- **Encryption:** Personal information, especially sensitive data like student names and voice recordings, is encrypted both at rest and in transit. This means data stored on our servers is encrypted, and communications between your device and our servers (such as when the app uploads a reading recording) are protected by encryption protocols (HTTPS/TLS). Encryption helps ensure that even if data were intercepted or accessed inappropriately, it would not be readable.
- **Access Controls:** We restrict access to personal data strictly to those employees, contractors, and service providers who require it to perform their job duties (principle of least privilege). All personnel with access to personal

information are bound by confidentiality obligations. Schools can also control access through their educator accounts.

- **Administrative and Organizational Measures:** Amira has a dedicated privacy and security team, responsible for overseeing compliance and data protection. We have put in place internal policies and procedures for handling data securely, including data encryption standards, incident response plans, and protocols for data access.
- **Third-Party Security Audits and Certifications:** We subject our platform to routine security assessments. Amira holds a SOC 2 (Service Organization Control 2) certification, following an audit performed by independent auditors, to verify that our security controls, availability, and confidentiality measures meet rigorous industry standards. We also align our security program with internationally recognized frameworks. Additionally, when working with third-party service providers, we vet their security practices and ensure they have up-to-date security certifications or audits as appropriate.
- **Physical and Technical Safeguards:** Our servers are hosted in secure AWS facilities with robust physical security. Technical safeguards include firewalls, intrusion detection systems, and continuous network monitoring to protect against and detect any unauthorized access attempts. We also utilize anti-virus and anti-malware tools on our systems and employ secure software development practices to minimize vulnerabilities in our application.
- **Data Minimization:** We collect only the personal information that is necessary for the purposes described and we retain it only for as long as needed (see Data Retention & Deletion below).
- **Incident Response:** Amira has a detailed data breach response plan. In the unlikely event of a security breach that affects personal information, we will promptly notify the affected school authorities, individuals, and regulators as required by applicable U.S. laws. Our team will take immediate steps to contain the incident, mitigate harm, and prevent future occurrences. Records of any privacy/security incidents are maintained in accordance with legal requirements.

Data Retention & Deletion

We retain personal information only for as long as necessary to fulfill the purposes for which it was collected, or to meet legal or contractual requirements. This means:

Active School Use: For schools and districts currently using Amira, we retain Student User and Educator information for the duration of the school's contract or active subscription. Student User reading data and recordings remain available so long as the student is actively using Amira under the school's license, enabling longitudinal progress tracking. This aligns with the educational purpose of helping track improvement over time.

Account Deactivation or End of School Contract: If a Student User no longer uses Amira (for example, they graduate, transfer, or the school stops using our service), we will initiate a process to remove or de-identify their personal information. By default, when a school's subscription ends or an Educator account is deactivated, personal data is no longer actively used and is scheduled for deletion. We either delete the data or irreversibly de-identify it after a defined retention window. This window is usually short (measured in weeks or a few months) to accommodate any potential service reactivation or data export requests from the school. For instance, if a school leaves Amira and later returns within a short time, we may retain data briefly to restore accounts if instructed, but otherwise we securely delete it. Audio recordings and detailed student performance data will be securely erased or de-identified once they are no longer needed for their original purpose.

Deletion Requests: Schools or parents (via the school) can request deletion of a Student User's personal information at any time through the Amira App's interface. Note that deleting certain data may mean the student can no longer use the Amira service (since it may include their login or progress data). We do not charge any fee for handling access or deletion requests.

Public Posting Areas

Please note that any personal information you include in a message you post to any blog, forum, social media pages, or other public posting area is available to anyone with Internet access. If you do not want people to know your email address, for example, do not include it in any message you post publicly. PLEASE BE EXTREMELY CAREFUL WHEN DISCLOSING ANY INFORMATION IN BLOGS, FORUMS, SOCIAL MEDIA PAGES, AND OTHER PUBLIC POSTING AREAS. WE ARE NOT RESPONSIBLE FOR THE

USE BY OTHERS OF THE PERSONAL INFORMATION THAT YOU DISCLOSE IN ANY PUBLIC POSTING AREAS.

Disclaimer Regarding Chat Features

Amira may incorporate an interactive chat feature (“Chat Feature”), which may use Artificial Intelligence, for customer support purposes. If you interact with these Chat Features, you are not communicating with a human representative of Amira. Instead, you are communicating with software that generates responses to your input based on machine-learning algorithms. These Chat Features may collect the content of your communications, including any personal information you provide it. Any personal information you provide to these Chat Features will be used, shared, and stored in accordance with this Privacy Policy and any applicable [Terms and Conditions](#). Please discontinue use of these Chat Features if you do not consent to the collection and use of such personal information by Amira’s Chat Features.

Disclaimer Regarding SMS Messaging

Amira may offer an SMS messaging program. For purposes of this program, no mobile information will be shared with third parties or their affiliates for marketing or promotional purposes. All other categories of personal information shared with third parties and their affiliates exclude text messaging originator opt-in data and consent. This information will not be shared with any third parties or their affiliates, excluding aggregators and providers of text message services.

Your Choices

Additional Privacy Rights

In accordance with applicable privacy law, and depending upon the jurisdiction in which you reside, you may have the right to request to access, correct or delete your personal information or to request to opt-out of certain types of data practices. Please see our [Additional Privacy Notices for U.S. Residents](#) for additional state specific information and disclosures regarding rights that may be available to you. Eligible users can submit a request by emailing us at trust@amiralearning.com.

Please note that if you are a Student User who accesses the Services through a School, or the student's parent or legal guardian, you must contact your School to submit a request to access, modify or delete your personal information. Please also review the Student User's Information and Educator Account Information sections below to learn more.

Student User's Information

Educators are able to access and update their own personal information and the personal information of the Student Users for whom they are responsible at any time through their Amira user account. Unless otherwise required by law, any parent or guardian request to access, make changes to or delete their Child's or Minor's personal information must be directed to Educators who are designated administrators of school accounts. To make such requests, parents and guardians should follow their school's procedures for managing their Child's or Minor's personal information under applicable law.

Educator Account Information

Please note that we may retain certain Educator personal information as permitted by law or as required by the School where you are employed. We may also retain cached or archived copies of the information we collect in order to provide the Services or as permitted under applicable law.

Cookies

Amira uses analytics cookies and Software Development Kits to provide its Services. Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject optional browser cookies. Essential cookies are required to provide the Services and cannot be disabled. Please note that if you choose to remove or reject optional cookies, this could affect the availability and functionality of our Services.

Communications Preferences

You may opt out of receiving promotional emails from us by following the instructions in those communications or clicking the "unsubscribe" link within the email. If you opt out, we may still send you non-promotional emails, such as those about a Student User's reading progress, or about your subscription.

Do Not Track Signals

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Some browsers do not recognize DNT settings. At this time, we do not recognize or respond to browser-initiated DNT signals because we do not track you across websites.

Global Privacy Control (GPC) and Opt-Out Preference Signals

Amira recognizes and honors Global Privacy Control (GPC) and other opt-out preference signals that browsers and browser extensions transmit on your behalf although do not transfer any personal information to third parties through cookies.

GPC is one of multiple methods available to exercise your right to opt out. You may also submit a request by emailing trust@amiralearning.com. Amira will respond to verifiable opt-out requests within the timeframe required under applicable law.

For more information about GPC, visit <https://globalprivacycontrol.org/>.

Contact Us

If you have any questions about this Privacy Policy, please contact us at: trust@amiralearning.com, or by mail to 490 Post St, Suite 500 PMB 2538 San Francisco, CA 94102.

Updates to this Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, technology, legal requirements, or for other operational reasons. When we make changes, we will revise the “Last Updated” date at the top of this Policy. We ensure that any material changes to the Privacy Policy are communicated clearly to users through appropriate channels, such as: email updates sent to registered Users, including Educators and Student Users, as required by applicable law.