

Data Processing Agreement

Between: Your School / District ("Controller") and CyberHeroesHQ, operated by Polsia, Inc. ("Processor")

1. Parties and Purpose

This Data Processing Agreement ("DPA") supplements any order form, pilot agreement, or terms of service between the Controller (the school or district) and Processor (CyberHeroesHQ / Polsia, Inc.) and governs how Processor handles Student Personal Information collected through the CyberHeroesHQ platform.

2. FERPA School Official Exception

Processor agrees to: (a) perform services for which Processor has been designated a "school official" with a legitimate educational interest under FERPA (34 C.F.R. § 99.31(a)(1)); (b) use Student Personal Information only to perform services specified herein; (c) comply with FERPA in the same manner as the Controller as an institution; and (d) not disclose Student Personal Information to any third party without written consent of the Controller, except as required by law.

3. COPPA Compliance

Processor does not collect personal information from children under 13 without verifiable parental consent obtained by the school or district acting in loco parentis under the COPPA school authorization mechanism (16 C.F.R. § 312.5(b)(1)). The Controller, by creating student accounts via classroom codes, represents that it has the authority to provide consent on behalf of parents for the educational use of the platform.

4. Categories of Student Personal Information Processed

- Hero username (chosen by student or assigned by teacher — never legal name)
- Mission progress, quiz scores, XP earned, badges unlocked
- Pre-assessment and post-assessment results (topic-level, not personally identifiable outside classroom)
- Classroom identifier (used to link student to teacher dashboard)
- Session data (IP address, browser type — logged transiently, not linked to student identity)

We explicitly do NOT collect:

- Legal name, date of birth, or government-issued identifiers
- Physical location (GPS or precise address)
- Biometric data of any kind
- Behavioral advertising profiles or cross-context tracking
- Health information

5. Data Retention and Deletion

Processor retains Student Personal Information for the duration of the active subscription or pilot agreement, plus 90 days to allow data export. Upon written request from the Controller, Processor will delete all Student Personal Information within 30 days. Parents may request deletion of their child's data at privacy@cyberheroeshq.com; Processor will respond within 45 days.

6. Security Measures

- All data encrypted in transit via TLS 1.2+ (HTTPS enforced site-wide)
- Database encrypted at rest (AES-256) via Neon PostgreSQL
- Access controls: role-based, least-privilege; production access requires MFA
- Incident response: Controller notified within 72 hours of any confirmed breach involving Student Personal Information

Regular dependency audits and vulnerability scanning

7. Subprocessors

Neon (database)

Purpose: PostgreSQL database hosting. Data region: US East (AWS).

Render

Purpose: Application hosting and deployment. Data region: US.

Postmark

Purpose: Transactional email delivery (teacher/parent notifications). Data region: US.

Stripe

Purpose: Payment processing (no student data shared). Data region: US.

Anthropic (Claude)

Purpose: Cipher AI mentor — session-scoped, no student data stored by Anthropic. Data region: US.

8. Controller Responsibilities

Controller is responsible for: (a) obtaining any required parental consent prior to enrolling students under 13; (b) maintaining accurate classroom rosters and promptly removing students who should no longer have access; (c) notifying Processor of any suspected breach or misuse; (d) complying with applicable state student privacy laws in Controller's jurisdiction.

9. Acceptance

This DPA is incorporated by reference into the CyberHeroesHQ Terms of Service. By activating a pilot, purchasing a subscription, or using the platform on behalf of a school or district, the Controller accepts the terms of this DPA. For a countersigned PDF version, email trust@cyberheroeshq.com.

SCHOOL / DISTRICT (Controller)

CYBERHEROES HQ / POLSIA, INC. (Processor)

Authorized Signature / Date

Authorized Signature / Date

<https://cyberheroeshq.com/trust> · trust@cyberheroeshq.com

