



PRIVACY POLICY

AJAEQ Inc.

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1. INTRODUCTION

AJAEQ Inc. ("AJAEQ," "Company," "we," "us," or "our"), a corporation duly incorporated under the laws of the State of Delaware, United States of America, and operating in the Federal Republic of Nigeria, is committed to protecting the privacy and security of all individuals who access or use our platform, products, and services (collectively, the "Services").

This Privacy Policy ("Policy") describes how AJAEQ collects, uses, processes, stores, shares, and protects personal information in connection with your use of our Services, including but not limited to Archive256, Connect, and all associated simulation environments, laboratories, and assessment tools accessible via our platform.

This Policy applies to all users of our Services, including individual learners, institutional customers, enterprise clients, and any other persons who interact with our platform, whether as registered account holders or visitors.

Data Controller: For the purposes of applicable data protection laws, the Data Controller is:

Oluwatimilehin N. Obalade

AJAEQ Inc.

2810 N Church St #701434

Wilmington, DE 19802, United States of America

BY ACCESSING OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS PRIVACY POLICY. If you do not agree to this Policy, you must immediately discontinue your use of our Services.

2. DEFINITIONS

"Account" means a registered user profile created on the AJAEQ platform.

"Assessment Environment" or "Benchmark" means any examination, certification test, or formal evaluation conducted through the AJAEQ platform.

"Laboratory" or "Lab" means any interactive simulation environment, virtual machine instance, or practice scenario hosted on AJAEQ infrastructure.

"Personal Data" means any information relating to an identified or identifiable natural person, including but not limited to name, email address, IP address, device identifiers, and usage data.

"Processing" means any operation performed on Personal Data, whether or not by automated means.

"Session Data" means data generated during a user's active interaction with a Laboratory or Assessment Environment, including commands executed, inputs provided, and system interactions recorded on AJAEQ infrastructure.

"Simulation Time" means the hourly allotment of access to Laboratory environments, purchased or included in a subscription plan.

"User Content" means any content created, submitted, or generated by a user on the AJAEQ platform, including but not limited to answers to exercises, notes, code submissions, and progress records.

3. INFORMATION WE COLLECT

3.1 Information You Provide Directly

(a) Account Registration Information: Full name, email address, username, password (stored in hashed and salted form and never in plaintext), country of residence, and date of birth for age verification purposes.

(b) Payment Information: When you purchase Simulation Time, subscription plans, or any other paid Services, payment processing is handled exclusively by Stripe, Inc. ("Stripe"), our third-party payment processor. AJAEQ does not collect, store, or process credit card numbers, bank account information, or any other sensitive payment instrument data on our servers. All payment data is subject to Stripe's Privacy Policy and PCI DSS compliance standards.

(c) Communications: Any correspondence you send to us, including support requests, feedback submissions, appeals, and inquiries.

(d) Assessment Responses: Answers, submissions, and responses you provide in exercises, quizzes, benchmarks, and certification examinations.

3.2 Information Collected Automatically

(a) Device and Technical Data: IP address, browser type and version, operating system, device type, screen resolution, and unique device identifiers.

(b) Usage Data: Pages visited, features accessed, time spent on specific content, learning progress, simulation sessions initiated, certification completions, and navigation paths within the platform.

(c) Log Data: Server logs recording your interactions with our platform infrastructure, including timestamps, error logs, and access records.

(d) Laboratory and Simulation Session Data: When you interact with a Laboratory environment hosted on AJAEQ infrastructure, we record session activity including but not limited to: commands executed within the virtual environment, network interactions between your machine and our hosted target systems, SSH session logs, system interaction logs, and inputs submitted within the simulation environment. This data is recorded for platform integrity, security monitoring, academic integrity verification, and service improvement purposes.

(e) Cookies and Similar Technologies: We use session cookies necessary for platform functionality and authentication. We do not use advertising cookies or third-party tracking cookies for marketing purposes. We use PostHog, a product analytics platform, to collect aggregated and pseudonymized usage data for the purpose of understanding platform performance and user experience. You may opt out of PostHog analytics tracking through your account settings.

3.3 Biometric and Location Data

Where technically necessary for identity verification, age verification, or platform security purposes, we may collect biometric indicators or approximate location data derived from your IP address. We do not collect precise geolocation data through GPS or similar technologies unless explicitly disclosed and consented to.

3.4 Institutional Data

If you access our Services through an institutional agreement (university, enterprise organization), we may receive additional information about you from the institution, such as your enrollment status, employee identification, or assigned course modules. The processing of such data is governed by the Data Processing Agreement executed between AJAEQ and the relevant institution.

4. HOW WE USE YOUR INFORMATION

(a) Service Delivery: To create and maintain your account, provide access to course content, operate laboratory environments, process transactions, issue certifications, and deliver all features of our Services.

(b) Platform Integrity and Academic Integrity: To detect and prevent fraudulent activity, cheating in assessments, unauthorized access, exploitation of our infrastructure, and violations of our Terms of Use or Community Guidelines. Laboratory Session Data is specifically retained and may be reviewed for these purposes.

(c) Service Improvement and Analytics: To analyze usage patterns, identify technical issues, improve content quality, optimize platform performance, and develop new features. We use PostHog for aggregated analytics purposes.

(d) Security and Infrastructure Protection: To monitor for security threats, investigate suspected breaches, protect our infrastructure, and respond to incidents.

(e) Communications: To send transactional communications related to your account, including payment confirmations, certification awards, simulation time notifications, and system status updates. We do not currently send marketing emails. If we introduce marketing communications in the future, we will obtain your explicit consent and provide clear opt-out mechanisms.

(f) Legal Compliance: To comply with applicable laws, regulations, court orders, and governmental requests in the United States and Nigeria.

(g) Dispute Resolution: To investigate and resolve disputes, enforce our agreements, and protect the rights and interests of AJAEQ and its users.

5. LEGAL BASIS FOR PROCESSING

(a) Contractual Necessity: Processing necessary to perform our contract with you, including delivering Services, processing payments, and issuing certifications.

(b) Legitimate Interests: Processing necessary for our legitimate business interests, including platform security, fraud prevention, service improvement, and academic integrity enforcement, where such interests are not overridden by your fundamental rights and freedoms.

(c) Legal Obligation: Processing necessary to comply with our legal obligations under applicable law.

(d) Consent: Where we rely on your consent, you have the right to withdraw that consent at any time without affecting the lawfulness of processing conducted prior to withdrawal.

6. DATA RETENTION

(a) Account Data: Retained for the duration of your active account and for a period of five (5) years following account closure.

(b) Laboratory Session Data: Retained for a minimum of two (2) years following the session date.

(c) Payment Records: Retained for seven (7) years as required by financial recordkeeping regulations.

(d) Certification Records: Retained indefinitely to enable lifetime certification verification.

(e) Communications: Retained for three (3) years from the date of last communication.

7. DATA SHARING AND DISCLOSURE

We do not sell your Personal Data. We do not share your Personal Data with third parties for their marketing purposes.

7.1 Service Providers

Amazon Web Services (AWS): Cloud infrastructure, compute, storage, and database services. Certified under SOC 2, ISO 27001, and PCI DSS.

Stripe, Inc.: Payment processing.

PostHog: Product analytics.

Email service providers: For transactional communications.

7.2 Institutional Disclosures

If you access our Services through an institutional agreement, we may share your progress data, certification status, and performance metrics with the relevant institution in accordance with the terms of our agreement with that institution.

7.3 Legal Requirements

We may disclose your Personal Data if required to do so by law, regulation, court order, or governmental authority in the United States, Nigeria, or any other applicable jurisdiction.

7.4 Business Transfers

In the event of a merger, acquisition, sale of assets, or other business transfer involving AJAEQ, your Personal Data may be transferred to the successor entity, provided that the successor entity agrees to honor the commitments made in this Policy.

7.5 Protection of Rights

We may disclose Personal Data where we believe in good faith that such disclosure is necessary to protect the rights, property, or safety of AJAEQ, our users, or the public.

8. INTERNATIONAL DATA TRANSFERS

AJAEQ operates in the United States and Nigeria and serves users globally. Your Personal Data may be transferred to and processed in countries other than your country of residence, including the United States, where our primary infrastructure is located. When we transfer Personal Data internationally, we implement appropriate safeguards, including standard contractual clauses and data processing agreements with service providers.

9. DATA SECURITY

We implement and maintain appropriate technical and organizational security measures designed to protect your Personal Data against unauthorized access, disclosure, alteration, or destruction. Our security measures include, but are not limited to:

- Encryption of data in transit using TLS 1.3
- Encryption of data at rest
- Access controls and authentication requirements for administrative systems
- Regular security assessments of our platform and infrastructure (every 3months)
- Incident response procedures

In the event of a data breach that poses a risk to your rights and freedoms, we will notify affected users and relevant regulatory authorities within seventy-two (72) hours of becoming aware of the breach, in accordance with applicable law.

10. YOUR RIGHTS

- (a) **Right of Access:** The right to request a copy of the Personal Data we hold about you.
- (b) **Right to Rectification:** The right to request correction of inaccurate or incomplete Personal Data.
- (c) **Right to Erasure:** The right to request deletion of your Personal Data, subject to our legal obligations.
- (d) **Right to Restriction:** The right to request that we restrict processing of your Personal Data in certain circumstances.
- (e) **Right to Data Portability:** The right to receive your Personal Data in a structured, machine-readable format.

(f) Right to Object: The right to object to processing of your Personal Data on grounds of legitimate interests.

(g) Right to Withdraw Consent: Where processing is based on consent, the right to withdraw consent at any time.

To exercise any of these rights, please contact us at the details provided in Section 14. We will respond to your request within thirty (30) days.

11. CHILDREN'S PRIVACY

Our Services are not directed to children under the age of fourteen (14). We do not knowingly collect Personal Data from individuals under the age of fourteen (14) without verifiable parental or guardian consent. If you are between the ages of fourteen (14) and eighteen (18), you represent that your parent or legal guardian has reviewed and consented to this Policy and your use of our Services.

12. COOKIES POLICY

(a) Strictly Necessary Cookies: Essential for platform authentication, session management, and core functionality. These cannot be disabled.

(b) Analytics Cookies: We use PostHog to collect pseudonymized usage data. You may opt out through your account settings.

We do not use advertising cookies, behavioral tracking cookies, or any cookies that share your data with advertising networks.

13. CHANGES TO THIS POLICY

We reserve the right to modify this Policy at any time. We will notify you of material changes by posting the updated Policy on our platform and updating the "Last Updated" date. Your continued use of our Services after any modification constitutes your acceptance of the updated Policy.

14. CONTACT US

For privacy-related inquiries, requests to exercise your data rights, or questions about this Policy, please contact:

Oluwatimilehin N. Obalade

AJAEQ Inc., 2810 N Church St #701434, Wilmington, DE 19802

Email: office@ajaeq.com

For users in Nigeria, you may also contact the Nigeria Data Protection Commission (NDPC) if you believe your data protection rights have been violated.