

PRIVACY POLICY

Effective Date	1 June 2025
Applicable Law	EU GDPR (Regulation 2016/679) · UK GDPR · Data Protection Act 2018 · PECR
Scope	All EU Member States · EEA · United Kingdom
Primary Data Controller	Odreval Limited, Boumpoulinas 1-3, Bouboulina Building, Flat/Office 42, 1060 Nicosia, Republic of Cyprus · Reg. HE 417715
Joint Data Controller	Kodland PTE. Ltd., 68 Circular Road #02-01, Singapore 049422 · Reg. 202245370D
Payment Entity (UAE)	Education Lab L.L.C-FZ, Meydan Grandstand, 6th Floor, Nad Al Sheba, Dubai, UAE · Reg. 2536230
Privacy Contact	social@kodland.org

How to use this document This Privacy Policy applies to parents, guardians, learners aged 5–17, and visitors to our website and platform across the EU, EEA, and United Kingdom. A plain-language summary for young learners is provided in Appendix B.

This document was prepared in accordance with: EU GDPR (Regulation 2016/679); UK GDPR; Data Protection Act 2018; PECR; EDPB guidance on children’s data; and the UK ICO Age Appropriate Design Code.

1. Who We Are

This Privacy Policy covers the processing of your personal data by two joint data controllers.

1.1 Odreval Limited — Primary Data Controller

Odreval Limited is incorporated in the Republic of Cyprus, a Member State of the European Union, and is directly subject to the GDPR. It owns and operates the Kodland registration platform, website, and learner accounts.

Field	Details
Legal name	Odreval Limited
Address	Boumpoulinas 1-3, Bouboulina Building, Flat/Office 42, 1060 Nicosia, Republic of Cyprus
Registration	HE 417715 · TIN: 10417715N
Privacy email	social@kodland.org

Role	Primary Controller — platform, registration, user accounts
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1.2 Kodland PTE. Ltd. — Joint Data Controller

Kodland PTE. Ltd. is incorporated in Singapore. It designs and organises the educational curriculum, assigns tutors, and manages the learning experience. Because it determines the purposes and means of processing learner data, it acts as a Joint Controller alongside Odreval Limited.

Field	Details
Legal name	Kodland PTE. Ltd.
Address	68 Circular Road #02-01, Singapore 049422
Registration	202245370D
Email	social@kodland.org · directorSG@kodland.team
Role	Joint Controller — curriculum, tutors, learner progress

1.3 Joint Controller Arrangement (Article 26 GDPR)

Joint Controllership

Odreval Limited and Kodland PTE. Ltd. have entered into a Joint Controller Agreement (JCA) under Article 26 GDPR, allocating their respective data protection responsibilities. You may exercise any right under Section 16 against either entity. The essential terms of the JCA are available on request: email social@kodland.org, subject “JCA Request”.

1.4 Privacy and Data Protection Contact

For any questions or concerns about how we handle your personal data, or to exercise any of your rights under the GDPR or UK GDPR, you can reach our privacy team directly:

Method	Details
Privacy email	social@kodland.org
Postal (Odreval Limited)	Boumpoulinas 1-3, Bouboulina Building, Flat/Office 42, 1060 Nicosia, Republic of Cyprus
Postal (Kodland PTE. Ltd.)	68 Circular Road #02-01, Singapore 049422

1.5 UAE Payment Entity

Payment and billing arrangements may be handled by our related company incorporated in the UAE. This entity processes only the personal data necessary for payment processing, billing, invoicing, and related accounting obligations.

Field	Details
Legal name	Education Lab L.L.C-FZ

Address	Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, UAE
Registration	Formation Number 2536230
Contact	generaldiruae@gmail.com
Role	Payment receipt and billing (parents only; no child learner data transferred)

2. Scope of This Privacy Policy

This Privacy Policy applies to:

- parents and guardians who create accounts or enrol their child in a course
- child learners aged 5–17 who use our online learning platform
- website visitors, including those who request a trial lesson
- parents and guardians who receive our service or marketing communications
- users who contact our customer support team

It applies to our website, landing pages, learning platform, trial lesson forms, online classes, customer support, and communications via email, instant messaging platforms, and other channels used by our team.

3. Children’s Privacy

Kodland provides online learning services for children aged 5 to 17. Protecting children’s personal data is the central principle of all our data practices. We comply with Article 8 GDPR, the UK ICO Age Appropriate Design Code, EDPB guidelines on children’s data, and applicable national laws on parental consent for digital services.

Our Key Child Protection Commitments (Privacy by Default):

- **Highest privacy settings:** All learner accounts are created with the strictest privacy settings by default.
- **No profiling or behavioural ads:** Tracking and profiling are completely disabled on the learning platform and cannot be activated by the learner.
- **No geolocation:** We do not track or collect the precise location of child learners.
- **No dark patterns:** We design our interfaces to be transparent, ensuring children are not nudged or manipulated into sharing data.

3.1 Age of Digital Consent — National Thresholds

The age at which a child can independently consent to certain optional data processing varies across EU Member States and the United Kingdom. To determine the applicable national age threshold, we use a market-based and data-minimised approach: we rely on the language and locale selected, the billing country provided by the parent or guardian, and other available non-intrusive signals. We do not conduct intrusive residence verification for this purpose.

Where consent is required by applicable law, we take reasonable steps to verify that consent is given or authorised by the parent or legal guardian, taking into account the child's age, the nature of the processing, and the level of risk involved.

Jurisdiction	Age	National Law	Kodland's Approach
Italy	14	Codice privacy, Art. 2-quinquies(1)	Parental consent required below 14. Art. 2-quinquies(2): privacy information must be in particularly clear, simple, and concise language for learners aged 14–17 (see Appendix B).
Spain	14	LOPDGDD Art. 7	Parental consent required below 14. Spanish learners retain the right to erase from social-network-connected features under Art. 94 LOPDGDD.
Cyprus	14	Law 125(I)/2018	Parental consent required below 14. Relevant as Odreval Limited (primary controller) is incorporated in Cyprus.
Austria	14	DSG 2018	Parental consent required below 14.
Belgium	13	Belgian DPA Act	Parental consent required below 13.
Bulgaria	14	PDPA Bulgaria	Parental consent required below 14.
France	15	Loi Informatique et Libertés, Art. 45	Parental consent required below 15. CNIL guidance: consent must be joint (child and parent together) for under-15s.
Czech Republic	15	Act No. 110/2019	Parental consent required below 15.
Portugal	13	Lei n.º 58/2019	Parental consent required below 13.
Sweden	13	Swedish GDPR Act	Parental consent required below 13.
Germany	16	GDPR default	Parental consent required below 16.
Poland	16	GDPR default	Parental consent required below 16.
Netherlands	16	GDPR default	Parental consent required below 16.
Hungary	16	GDPR default	Parental consent required below 16.
Romania	16	GDPR default	Parental consent required below 16.
United Kingdom	13	Data Protection Act 2018, Schedule 1	Parental consent required below 13. UK ICO Children's Code applies to all child-facing features.
All other EU/EEA	16	GDPR Art. 8(1) default	Parental consent required below 16.

Learners aged 5–7 — Enhanced protection

All learners in this age group require parental or guardian authorisation for every processing activity, irrespective of the national digital consent age. Account creation, enrollment, and all account management must be performed entirely by the parent or guardian.

3.2 How we verify parental consent

For consent-based processing (optional profile features, marketing, non-essential cookies, AI-assisted features), we implement an age verification and parental consent workflow:

Step 1 — Age declaration: User declares year of birth or age range at registration or point of consent-based activity.

Step 2a — At or above threshold: Standard consent flow. Consent is recorded with timestamp and channel.

Step 2b — Below threshold: Parental consent workflow is triggered. The child cannot proceed without parental authorisation.

Step 3 — Parent verification: A unique verification link is sent to the parent's registered email address.

Step 4 — Parent confirmation: Parent reviews the consent request and actively confirms. For France, both the child's affirmation and the parent's confirmation are captured.

Step 5 — Consent recorded: Consent is stored with the date and time, the identity of the consenting party, the child's age range, and the specific processing purpose. Records are retained for the duration of the processing relationship plus 3 years (Article 7(1) GDPR).

4. Personal Data We Collect

4.1 Parents and guardians

We may collect: name; email address; phone number; country or region; preferred language; billing and payment information; course preferences; communication history (including via instant messaging apps); support requests; marketing preferences; and cookie choices.

We do not store full payment card details. Payments are processed by secure payment service providers (see Section 12 and Section 13.3).

4.2 Child learners

We may collect or generate the following limited information about a child learner:

- first name or display name
- age, date of birth, or age range
- selected course and class schedule
- attendance and learning progress
- tutor feedback and assessments
- homework, projects, or learning outputs
- participation data from online classes, including session recordings where explicitly enabled
- optional profile information, only if separately authorised by the parent or guardian

Most enrolment and account data is provided by a parent or guardian. Some learner data is generated when the child participates in lessons, completes tasks, or uses the platform.

4.3 Technical data

When you use our website or platform, we may collect: IP address; device and browser type; operating system and language settings; approximate location at country or region level; pages visited; time spent on the website or platform; cookies and similar identifiers; and security logs.

5. Data We Do Not Collect Directly from Children

We do not collect personal data directly from children at the point of registration, enrollment, payment, or consent. All such processes are completed exclusively by the parent or guardian. Children do not access registration forms, checkout pages, or marketing consent interfaces.

When a child participates in a lesson, submits homework, or uses the learning platform, certain data is generated as a natural part of the educational service — for example, attendance, progress records, and session participation. This data is processed on the basis of the contract entered into by the parent or guardian, and is handled in accordance with applicable privacy laws and the parental-involvement requirements set out in this Privacy Policy.

6. We Do Not Sell Children’s Personal Data

Absolute Commitment: No Sale of Children’s Personal Data

We do not sell, rent, trade, licence, or otherwise transfer for commercial consideration any personal data relating to child learners to any third party, under any circumstances.

This prohibition is unconditional. It applies irrespective of the child’s age, nationality, or the nature of the data. No commercial arrangement, partnership, or revenue model of Odreval Limited, Kodland PTE. Ltd., or any Kodland group company is or will be based on monetising children’s personal data in any form.

This commitment is in addition to our policy of not collecting personal data directly from children beyond what is necessary to provide the educational services (Section 5).

We also do not use children’s personal data for behavioural advertising, profiling, or the creation of advertising audiences. Tracking tools and advertising pixels are never used within child-facing areas of the platform or during learner sessions.

7. How We Use Personal Data

We use personal data for the following purposes. The table below also sets out the legal basis for each purpose under Article 6 GDPR.

Purpose	Examples of data used	Legal basis
Creating and managing accounts	Parent contact details, account data	Art. 6(1)(b) — contract; legitimate interests
Booking trial lessons and follow-up	Parent contact, child age range, course interest	Art. 6(1)(b) pre-contract; consent where required
Providing online learning services	Learner name, course, attendance, progress	Art. 6(1)(b) — contract with parent or guardian
Assigning tutors and managing classes	Course level, schedule, progress data	Art. 6(1)(b) — contract
Communicating with parents and guardians	Email, phone, instant messaging	Art. 6(1)(b) — contract; legitimate interests

Customer support	Contact details, correspondence, issue history	Art. 6(1)(b) — contract; legitimate interests
Payments, billing, and invoicing	Billing data, transaction records	Art. 6(1)(b) — contract; legal obligation
Optional profile features	Profile photo, social links, city, about me	Art. 6(1)(a) — consent (Art. 8 GDPR: parental authorisation required where child is below applicable consent age)
Platform security and fraud prevention	Technical data, security logs	Art. 6(1)(f) — legitimate interests
Service improvement and analytics	Anonymised / pseudonymised usage data	Art. 6(1)(f) — legitimate interests
Use of technology tools to support service delivery	Usage data, session data	Art. 6(1)(a) — consent where required; Art. 6(1)(b) — contract
Session recordings (where enabled)	Audio / video data	Art. 6(1)(a) — explicit parental consent
Marketing to parents and guardians	Email, phone, marketing preferences	Art. 6(1)(a) — consent; or Art. 6(1)(f) — legitimate interests (PECR Reg. 22(3) / ePrivacy Art. 13(2) for existing customers)
Non-essential cookies and tracking	Cookie identifiers, website usage	Art. 6(1)(a) — consent via CMP
Legal compliance and claims	Billing, correspondence, account data	Art. 6(1)(c) — legal obligation; legitimate interests

Withdrawing consent

Where consent is the legal basis, you may withdraw it at any time without affecting the lawfulness of prior processing. To withdraw consent for marketing: email social@kodland.org or use the unsubscribe link. To withdraw consent for optional profile features: the profile data will be deleted within 30 days of withdrawal.

8. Legal Bases for Processing

We rely on the following legal bases under Article 6 GDPR:

- **Contract (Art. 6(1)(b)):** Processing necessary to provide the online learning services purchased by the parent or guardian, to manage accounts, and to handle payments.
- **Consent (Art. 6(1)(a)):** Where processing is based on consent, we rely on Article 6(1)(a) GDPR. For children below the applicable national digital consent age (see Section 3.1), Article 8 GDPR requires that consent be given or authorised by the holder of parental responsibility. Article 8 does not itself constitute a legal basis — it determines who may provide valid consent under Article 6(1)(a).
- **Legitimate interests (Art. 6(1)(f)):** Platform security, fraud prevention, service improvement analytics (pseudonymised), and responding to support enquiries. We balance our interests against the rights of individuals, applying enhanced protection for children.
- **Legal obligation (Art. 6(1)(c)):** Tax, accounting, and other mandatory legal requirements.

9. Online Classes, Recordings, and Communications

Kodland delivers online learning through a combination of live classes, pre-recorded content, and AI-assisted tools. This section explains how we handle data in this context.

9.1 Online classes and video conferencing

Live classes are delivered via video conferencing technology. During a class, the tutor and learner share audio, video, and screen. We use video conferencing providers bound by Data Processing Agreements and Standard Contractual Clauses.

9.2 Class recordings

Classes and support calls may be recorded for quality assurance, safeguarding, tutor training, dispute resolution, and service improvement. Where a class is recorded:

- we will notify the parent or guardian in advance and ensure a valid lawful basis for recording exists;
- notice is provided at the start of the session;
- for recordings that are not strictly necessary for safety or legal purposes, explicit parental consent is obtained before recording begins.

Recordings are retained for the period set out in Section 14, after which they are securely deleted or anonymised, unless a longer retention period is required by applicable law, safeguarding obligations, or ongoing legal proceedings. Recordings are not used for advertising or commercial purposes.

9.3 Technology tools

We use third-party technology tools to support the delivery and quality of our educational services. Where such tools involve processing personal data, we ensure appropriate contractual and technical safeguards are in place, and we obtain parental consent where required by applicable law.

9.4 Communications with parents

We communicate with parents and guardians via email, instant messaging platforms (where opted in), and telephone. Call recordings may be used for quality assurance and support purposes. We provide advance notice of recording and do not record calls without lawful basis.

Parents and guardians should ensure that children do not share unnecessary sensitive personal information during classes or in any communications with our team.

10. Cookies and Similar Technologies

We use cookies and similar technologies to operate our website, maintain security, remember preferences, understand website usage, and measure the effectiveness of parent-facing marketing. We comply with the EU ePrivacy Directive (2002/58/EC) and the UK Privacy and Electronic Communications Regulations (PECR).

Category	Purpose	Consent required?	Where used
Strictly necessary	Platform and website function: login sessions, security, load balancing. Cannot be disabled without breaking the service.	No — exempt	All pages
Functional preference /	Remember language, timezone, display settings.	Yes	Parent-facing pages
Analytics	Aggregated and pseudonymised insights into website usage to improve the service.	Yes	Parent-facing pages
Marketing targeting /	Measure advertising effectiveness, linked to third-party advertising platforms. Applied only to parent-facing pages. Never used in child-facing areas or learner sessions.	Yes	Parent marketing pages only

Cookie Management Module

Permanent access: A cookie management icon is permanently visible at the bottom-left corner of our website, so you can review or update your choices at any time.

Equal choice: Our cookie consent interface presents “Accept all” and “Reject all” options with equal visual prominence. No option is visually emphasised over another.

No dark patterns: We do not use pre-ticked boxes, misleading labels, or any design element that discourages refusal.

No impact on core service: Refusing non-essential cookies has no effect on your ability to use the learning platform.

We do not use children’s learning data or learner profiles for behavioural advertising or cookie-based tracking. Advertising cookies are never used within the learner platform or during online classes.

11. Marketing Communications

We may send marketing communications to parents and guardians where legally permitted under applicable ePrivacy rules and the GDPR. Marketing may include information about courses, trial lessons, promotions, events, or service updates.

We do not send marketing communications to child learners.

You can opt out of marketing communications at any time by clicking the unsubscribe link in any email or by contacting social@kodland.org. We will process your opt-out request promptly.

12. Sharing Personal Data

We share personal data only where necessary and lawful. We do not sell personal data to third parties. We may share personal data with the following categories of recipients:

- **Kodland group companies:** Our related entities in Singapore and the UAE assist with operating the platform, billing, customer support, and service delivery. Each entity processes data only for its specified function and is bound by appropriate contractual arrangements.
- **Tutors and educational contractors:** Independent tutors receive limited learner data (first name, course level, progress) strictly necessary to deliver lessons. Tutors are contractually prohibited from using this data for any other purpose.
- **Cloud hosting and infrastructure:** We use cloud infrastructure services to host our website, platform, and user data. Where providers are located outside the EEA, Standard Contractual Clauses are in place.
- **Video conferencing providers:** Used to deliver live online lessons.
- **Technology service providers:** Third-party tools that support service delivery, quality assurance, and platform operations. These providers are bound by Data Processing Agreements and process data only as instructed by us.
- **Payment providers:** Secure EU-based payment gateways for card transactions. Payment data for transactions involving our UAE entity is transferred under appropriate safeguards (Section 13.3).
- **Email and communication providers:** To deliver service emails, marketing (with consent), and instant messaging communications.
- **Analytics providers:** For pseudonymised website and platform analytics used to improve our services. Advertising analytics tools are restricted to parent-facing contexts and never applied to child learner data.
- **CRM and customer support providers:** To manage parent enquiries and class scheduling.
- **Advertising and measurement platforms (as independent controllers):** We may work with third-party advertising platforms as independent controllers, sharing limited consent-based data (such as anonymised campaign measurement signals) for marketing effectiveness analysis, strictly in parent-facing contexts only. These platforms process data under their own privacy policies. Under no circumstances is children's personal data shared with any advertising platform. See Section 6.
- **Professional advisers and regulators:** Where required by law, court order, or competent supervisory authority.

All service providers acting as data processors are bound by Data Processing Agreements (DPAs) and may process personal data only for the purposes of providing services to Kodland.

13. International Data Transfers

Because Kodland operates globally with group companies and service providers in multiple countries, we transfer personal data outside the European Economic Area (EEA) and the United Kingdom. We are transparent about where data goes and ensure appropriate safeguards are in place for every international transfer.

13.1 Where data is transferred

Personal data may be processed in the following countries outside the EEA:

Country / Region	Entity or category	Safeguard
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Singapore	Kodland PTE. Ltd. (Joint Controller)	EU SCCs Module 1 (Controller→Controller) + UK IDTA
Singapore	Cloud hosting and platform infrastructure providers	EU SCCs Module 2 (Controller→Processor) + UK IDTA
Singapore	Communication, analytics, and technology service providers	EU SCCs Module 2 + UK IDTA
United States	Cloud computing, analytics, productivity, and communication service providers	EU SCCs Module 2 + UK IDTA
India	Cloud infrastructure and analytics service providers	EU SCCs Module 2 + UK IDTA
UAE (Dubai, mainland)	Education Lab L.L.C-FZ — payment and billing (see §13.3)	EU SCCs + Transfer Impact Assessment + UK IDTA
EEA (Cyprus, Austria, Netherlands, Malta)	Payment processors, email delivery, automation, and learning tool providers	Within EEA — no additional safeguard required

The categories above cover the principal transfer destinations. For further details on our data processors and transfer safeguards, you may contact us at social@kodland.org.

13.2 Transfer mechanisms

- **EU Standard Contractual Clauses (SCCs):** Commission Decision 2021/914/EU, Module 1 (Controller→Controller) or Module 2 (Controller→Processor).
- **UK International Data Transfer Agreement (IDTA):** Approved under s.119A DPA 2018 for UK-to-third-country transfers.
- **Transfer Impact Assessments (TIA):** Conducted per EDPB Recommendations 01/2020 for all third-country transfers identified as requiring a TIA.
- **Adequacy decisions:** Where the European Commission has issued and maintains an adequacy decision for the recipient country or territory, or where the UK Secretary of State has issued an adequacy regulation for transfers from the UK, we may rely on that decision as the transfer mechanism. For EEA-to-UK transfers, we monitor the current status of the applicable adequacy decision and apply SCCs as a supplementary or primary safeguard where needed.

13.3 UAE payment transfer

Payments may be received or processed by Education Lab L.L.C-FZ (Formation No. 2536230, Meydan Grandstand, 6th Floor, Nad Al Sheba, Dubai, UAE). The UAE mainland is not currently subject to an EU or UK adequacy decision, and the DIFC adequacy decision does not apply to this entity's location.

Data transferred to the UAE payment entity is limited to information necessary for payment receipt, billing, invoicing, and accounting purposes, such as the paying parent's name and email address, billing address, transaction amount, currency, and payment reference. No personal data relating to child learners is transferred to the UAE payment entity.

Where personal data is transferred to the UAE payment entity, we apply appropriate contractual, technical, and organisational safeguards in accordance with applicable data protection laws. These may include standard contractual protections, transfer risk assessments where required, access restrictions, encrypted transmission, and payment-data tokenisation. We keep these safeguards under review and update them where necessary to reflect changes in applicable law, regulatory guidance, or our processing arrangements.

14. How Long We Keep Personal Data

We keep personal data only for as long as needed for the purposes described in this Privacy Policy, taking into account the duration of the customer relationship and applicable legal requirements (Article 5(1)(e) GDPR — storage limitation).

Data Category	Retention Period	Basis
Parent account and contact data	Contract duration + 2 years	Legitimate interests — re-enrolment, dispute resolution
Child learner progress and course records	Enrolment duration + 12 months	Service delivery; parental access to records
Optional profile data (photo, links, city, about me)	Until consent withdrawn; deletion within 30 days	Consent — withdrawal triggers deletion
Class and session recordings	For a limited period necessary for quality assurance and safeguarding; longer where required for legal proceedings or statutory obligations.	Parental consent; safeguarding and quality assurance
Financial and billing records	For the duration required by applicable tax and accounting laws (typically up to 10 years)	Legal obligation (CY/UAE tax and accounting law)
Parental consent and age verification records	Processing period + 3 years	Art. 7(1) GDPR — evidence of lawful processing
Marketing consent records	Until opt-out + 3 years	Legal obligation — compliance evidence
Customer support correspondence	3 years from last interaction	Legitimate interests — legal defence
Server and access logs	90 days	Security and fraud prevention
Cookie consent records	3 years	Legal obligation — ePrivacy / PECR compliance

When personal data is no longer required, we delete it, anonymise it, or securely restrict access to it. We conduct periodic reviews of data inventory against retention schedules.

15. Security

We use technical and organisational measures to protect personal data against unauthorised access, loss, misuse, alteration, or disclosure (Article 32 GDPR). Measures include:

- encryption of personal data in transit (TLS 1.2 or higher) and at rest
- role-based access controls ensuring only authorised personnel can access personal data
- regular security assessments and penetration testing
- mandatory data protection training for all staff and tutors with access to personal data

- Data Processing Agreements with all processors requiring equivalent security standards
- a risk assessment process for high-risk processing activities, in particular processing of children's personal data (Article 35 GDPR)
- business continuity and disaster recovery procedures

While no online service can guarantee absolute security, we take robust, risk-proportionate steps to protect personal data, with particular attention to children's data.

In the event of a personal data breach likely to result in a risk to your rights and freedoms, we will notify the competent supervisory authority within 72 hours of becoming aware (Article 33 GDPR). Where the breach is likely to result in a high risk, we will also notify affected individuals without undue delay (Article 34 GDPR).

16. Your Privacy Rights

Under the GDPR and UK GDPR, you — or a parent or guardian acting on behalf of a child learner — have the following rights. We will respond within one calendar month (Article 12 GDPR). Requests are free of charge unless manifestly unfounded or excessive.

Right	What it means	How to exercise
Access (Art. 15)	Obtain confirmation of whether we process your personal data and receive a copy, together with supplementary information.	Email social@kodland.org
Rectification (Art. 16)	Require correction of inaccurate data and completion of incomplete data.	Email social@kodland.org
Erase (Art. 17)	Request deletion where data is no longer necessary, consent is withdrawn, or processing is unlawful. Subject to exceptions under Article 17(3) GDPR, including legal obligations, the exercise or defence of legal claims, or public interest grounds.	Email social@kodland.org
Restriction (Art. 18)	Request that we limit processing in certain circumstances.	Email social@kodland.org
Portability (Art. 20)	Receive your data in a machine-readable format and transfer it to another controller, where processing is based on consent or contract.	Email social@kodland.org
Object (Art. 21)	Object to processing based on legitimate interests, including direct marketing. The right to object to marketing is unconditional.	Email social@kodland.org
Withdraw consent (Art. 7(3))	Withdraw consent at any time without affecting prior lawful processing.	Email social@kodland.org or unsubscribe link
No automated decisions (Art. 22)	Not to be subject to decisions based solely on automated processing. We do not apply automated decisions producing significant effects on learners.	Email social@kodland.org
Right to be forgotten — minors (Art. 94 LOPDGDD, Spain)	Learners who provided data as minors may request erasure from social-network-connected features under Spanish law.	Email social@kodland.org — subject: Art. 94 Erasure

To exercise any right, contact us at social@kodland.org. We may need to verify your identity before responding. Where a request concerns a child learner, we will verify that the requester is the parent or legal guardian of record.

17. Parents' and Guardians' Rights

Parents and guardians have ultimate authority over their child's personal data processed by Kodland. You may contact us at social@kodland.org to:

- ask what personal data we process about your child
- request correction or deletion of your child's data
- withdraw consent for optional features such as profile photos, AI-assisted features, or session recording
- ask questions about online classes, recordings, or our service providers
- request a copy of the Data Processing Agreements with our AI and third-country processors

Where applicable national law allows a learner aged 14 or above to exercise certain privacy rights independently, we will assess such requests in the best interests of the child and, where appropriate, take both the parent's and the child's views into account.

18. Complaints

If you have a concern about how we handle your personal data, please contact us first at social@kodland.org. We take all privacy concerns seriously and will aim to resolve your concern promptly.

You also have the right to lodge a complaint with the data protection supervisory authority in your country of residence, place of work, or where you believe an infringement occurred:

Region	Contact Details
UK (ICO)	https://ico.org.uk 0303 123 1113 Wycliffe House, Water Lane, Wilmslow SK9 5AF
EU / EEA	Full list of national supervisory authorities: https://edpb.europa.eu/about-edpb/about-edpb/members_en
Cyprus (Odreval's primary jurisdiction)	Commissioner for Personal Data Protection: http://www.dataprotection.gov.cy

19. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our services, legal requirements, or data processing practices. If we make material changes, we will:

1. publish the updated Policy on our website with a clear notice and revised effective date
2. send an email notification to all registered parents and guardians
3. where required by applicable law, seek fresh consent before implementing the change

Your continued use of our services after the effective date constitutes acknowledgement of the revised Policy, subject to your statutory rights.

20. Contact Us

For privacy questions, to exercise your rights, or to contact our Privacy Team:

Type	Details
General privacy enquiries	social@kodland.org
Odreval Limited (postal)	Boumpoulinas 1-3, Bouboulina Building, Flat/Office 42, 1060 Nicosia, Republic of Cyprus · HE 417715
Kodland PTE. Ltd. (postal)	68 Circular Road #02-01, Singapore 049422 · Reg. 202245370D
Children's data — urgent	social@kodland.org · subject: URGENT — Children's Data
Cookie Management	Via the Cookie Management module — bottom-left corner of every page
Joint Controller Agreement	social@kodland.org · subject: JCA Request

Appendix A. Glossary

Term	Definition
Controller	Entity determining the purposes and means of processing personal data (Art. 4(7) GDPR).
Joint Controllers	Two or more controllers who jointly determine purposes and means (Art. 26 GDPR). Both are fully responsible for GDPR compliance.
Processor	Entity processing personal data on behalf of and under instructions from a controller (Art. 4(8) GDPR). Bound by a Data Processing Agreement (DPA).
Personal Data	Any information relating to an identified or identifiable natural person (Art. 4(1) GDPR).
Special Category Data	Sensitive data including biometric data used for identification and health data (Art. 9 GDPR). Requires explicit consent and a DPIA for high-risk uses.
Age of Digital Consent	Age below which parental consent is required for consent-based processing in connection with information society services (Art. 8 GDPR). Ranges from 13 to 16 across EU/UK.
EU SCCs	EU Standard Contractual Clauses — Commission Decision 2021/914/EU — the primary mechanism for lawful EEA-to-third-country transfers.
UK IDTA	UK International Data Transfer Agreement — the primary mechanism for lawful UK-to-third-country transfers (s.119A DPA 2018).
TIA	Transfer Impact Assessment — analysis of whether a third country provides essentially equivalent data protection to the GDPR (EDPB Recommendations 01/2020).

DPIA	Data Protection Impact Assessment — systematic risk analysis for high-risk processing activities, mandatory for large-scale processing of children's data (Art. 35 GDPR).
CMP	Consent Management Platform — tool for managing cookies and tracking consent.
EEA	European Economic Area: 27 EU Member States plus Iceland, Liechtenstein, and Norway.
ICO	Information Commissioner's Office — UK data protection supervisory authority.
EDPB	European Data Protection Board — ensures consistent GDPR application across the EEA.
PECR	Privacy and Electronic Communications Regulations 2003 (UK) — governs cookies and electronic marketing.
DSA	EU Digital Services Act — prohibits targeting advertising to minors based on profiling (Art. 28).
ISS	Information Society Service — Kodland qualifies as an ISS offered directly to children (Art. 8 GDPR).

Appendix B. Your Privacy — Explained Simply

This page is for young learners aged 5–17. Ask a parent or guardian if you have any questions.

What is this about?

When you use Kodland to learn coding, we need to know a few things so your lessons work well. This page explains what we know about you, why we need it, and how we keep it safe.

What do we know about you?

We know your first name and which courses you are in. Your parents or guardians told us these things — you did not have to give us any information yourself.

If you have a profile photo or a short description on your account, that is only there because your parents said it was OK.

Who can see your information?

Your teacher sees your first name and how you are getting on — so they can help you learn. Your parents or guardians can also see your progress and the work you submit on the platform.

We do not give your information to other companies to use for advertising. We will never sell anything about you.

What about recordings and AI?

Some lessons might be recorded or use AI tools like automatic captions. Your parent has to say it is OK before any of this is switched on for your account. AI tools are never used to learn things about you for advertising.

Your rights

You (through your parents or guardians) can ask us to show you what information we have, change it if something is wrong, or delete it. Just email us at social@kodland.org.

Questions?

Ask your parents or guardians, or they can email us at social@kodland.org. We are always happy to help.
