PRIVACY POLICY — MINDFOCUS

Version of 30 September 2026, in force from its publication.

This English version is provided for information only. In case of discrepancy, the French version (« Politique de confidentialité ») prevails.

In short

- MindFocus is a memorisation service. We process the data needed to sign you in, keep your Mementos and your Mastery Cycle, and send you your reminders.
- **No advertising, no sale of data.**
- **Your voice is not kept**: the recording of an oral test is used for transcription and then deleted; only the result is kept.
- In-browser audience measurement only runs **if you accept it** in the "Cookies" banner.
- You can access, correct, retrieve or delete your data by writing to **team@mindfocus.io**.

Article 1 — Controller

The controller is **Erwan Holley — EI**, sole trader (*entrepreneur individuel*) trading as MindFocus.io, SIREN 881 141 329, 61 rue de Lyon, 75012 Paris, France, **team@mindfocus.io**, +33 6 58 50 33 80 (the "**Publisher**").

This policy applies to the **MindFocus** website and application (the "**Platform**"). Terms defined in the Terms of Use have the same meaning here. The Publisher is not required to appoint a data protection officer; any question can be sent to the address above.

Article 2 — Data processed, purposes, legal bases and retention

Purpose	Data	Legal basis	Retention
Creating and managing the account, signing in	email address, name, username, profile picture (the Google account's picture when signing in with Google), language	performance of the contract (Terms of Use)	until the account is deleted
Providing the service: Mementos, Learning Paths, exercises, Mastery Cycle	content created or added, uploaded images, answers, scores, Cycle stages and dates, study time, streaks, time zone	performance of the contract	same as the account

Optional profile	occupation, level of education, institution, bio, languages spoken, favourite topics	performance of the contract (information freely provided)	same as the account, or until the User deletes it
Oral tests	voice recording, transcription	performance of the contract	**not kept**: the recording is deleted after transcription; only the result is kept (Article 3)
Creating content with artificial intelligence	topic or title entered, content of the Memento concerned	performance of the contract	content: same as the account
Payment and invoicing	Stripe customer identifier, subscription status, payment history	performance of the contract; legal accounting obligation	accounting records: ten years (article L. 123-22 of the French Commercial Code)
Service emails: sign-in link, review reminders, account and subscription information	email address, language, Cycle status	performance of the contract	duration of the account; reminders can be turned off via the link in every email
Welcome emails and tips about the service	email address, language	legitimate interest (informing users about the service)	until unsubscription, via the link in every email, or account deletion
Contact, reports, feedback on the service	name, email address, message, content concerned	legitimate interest; legal obligation for reports of illegal content	three years after the last exchange
Usage statistics measured by the server	account identifier; key steps: sign-up, free plan limit reached, purchase of artificial intelligence credits, cancellation requested, payment failure, end of subscription	legitimate interest (understanding and improving the service); objection possible at any time (Article 10)	twenty-five months
In-browser audience measurement	pages viewed, interactions with the service, device and browser type; if the User is signed in, account identifier	**consent** ("Cookies" banner)	cookies: one year at most; data: twenty-five months

Security and proper operation	IP address, technical logs	legitimate interest (security of the Platform)	the host's log retention period, in principle less than one month

Card details are entered directly with **Stripe** and never pass through the Publisher's servers. When an account is created, a customer identifier is opened with Stripe using the email address, to allow a later subscription.

Article 3 — Oral tests and artificial intelligence

3.1. **Voice.** The microphone is only used during an oral test, with the permission given in the browser or device. The recording is sent to **OpenAI** to be transcribed, then deleted from the Publisher's servers. The transcription is compared with the expected content; **neither the recording nor the transcription is kept** by the Publisher: only the result (idea validated or not, Cycle stage) is stored.

3.2. **Content.** To create a Memento, generate exercises or assess an answer, the necessary elements (topic, Memento content, the User's answer) are sent to OpenAI. Under its business terms, OpenAI does not use data received through its application programming interface to train its models and keeps it only as long as needed, thirty days at most, to detect abuse.

3.3. **Automated decision.** The assessment of a test is automated; it has no legal effect and is not a certification. The User may contest a result and request a review by a person at **team@mindfocus.io** (Article 7.3 of the Terms of Use).

Article 4 — What is public

When the User **publishes** a Memento or a Learning Path, or leaves a rating or comment on public content, their **name, username and profile picture** appear with that content and are visible to everyone. Everything else (private Mementos, Cycle, scores, profile) is visible only to the User.

Article 5 — Cookies and trackers

5.1. Cookies essential to the service are set without consent. **Audience measurement** is only activated after clicking "**Accept**" in the "Cookies" banner. A refusal is remembered; nothing is then measured in the browser. The choice can be changed at any time via the "**Cookies**" link at the bottom of the page; withdrawing consent deletes the measurement identifiers stored in the browser.

Cookie or storage	Purpose	Duration	Consent
sign-in session cookies (`next-auth…`)	keeping the User signed in, securing the form	ten days at most	not required (essential)
`NEXT_LOCALE`	remembering the chosen language	one year	not required (essential)
`mf_consent`	remembering the choice made in the "Cookies" banner	six months	not required (essential)

Stripe cookies (`__stripe_mid`, `__stripe_sid`)	securing payment and preventing fraud, when proceeding to payment	one year and thirty minutes	not required (essential to payment)
browser local storage	display preferences	until deleted by the User	not required (essential)
PostHog audience measurement cookies (`ph_…`)	audience measurement	one year at most	**required**

5.2. Illustration images and fonts are loaded from third-party servers (Unsplash, Google Fonts), which receive the browser's IP address when they are loaded.

Article 6 — Recipients and processors

Data is accessible to the Publisher and to the following providers, who act on its behalf and on its instructions, to the extent required by their task:

Provider	Role	Country
Vercel Inc.	hosting of the website and processing	United States
MongoDB, Inc.	database	United States
Amazon Web Services, Inc.	storage of uploaded images	United States
OpenAI (OpenAI Ireland Ltd, OpenAI, L.L.C.)	content generation, voice transcription, assessment of answers	Ireland, United States
Stripe Payments Europe, Ltd.	payment and invoicing	Ireland, United States
Resend (Plus Five Five, Inc.)	sending emails	United States
PostHog, Inc.	audience measurement and usage statistics	data hosted in the European Union
Google (Google Ireland Ltd, Google LLC)	Google sign-in if the User chooses it; spreadsheet for reports and feedback; fonts	Ireland, United States

Data may also be disclosed to authorities where required by law. **It is never sold, rented or used for advertising.**

Article 7 — Transfers outside the European Union

Some providers are established in the United States or may process data there. These transfers are governed by the European Commission's adequacy decision of 10 July 2023 ("Data Privacy Framework") where the provider is certified under it and, failing that, by the standard contractual clauses adopted by the European Commission. A copy of the safeguards may be requested at **team@mindfocus.io**.

Article 8 — Minors

The Platform is **open to everyone, with no minimum age**; consulting it without an account requires no personal data. A User under **fifteen (15) years** of age — or the age set by the law of their country of residence, for example thirteen (13) in the United States — may only create an account or accept audience measurement with the authorisation of a holder of parental responsibility (article 45 of French Law No. 78-17 of 6 January 1978). An account that the Publisher learns was created without this authorisation is suspended until it is given.

Article 9 — Security

The Publisher takes appropriate measures to protect data: encrypted connections (HTTPS), passwordless sign-in (link sent by email or Google account), access to data limited to the needs of the service, providers offering security guarantees. In the event of a data breach presenting a risk, the CNIL and, where necessary, the persons concerned are informed as provided for by the GDPR.

Article 10 — The User's rights

10.1. Under Regulation (EU) 2016/679 (GDPR) and French Law No. 78-17 of 6 January 1978, the User has the following rights:

- **access** to their data and a **copy** of it;
- **rectification** of inaccurate data;
- **erasure**, in particular by deleting the account (Article 5.3 of the Terms of Use);
- **restriction** of processing;
- **portability** of the data they have provided, in a commonly used, machine-readable format;
- **objection** to processing based on legitimate interest, in particular usage statistics and welcome emails;
- **withdrawal of consent** at any time, via the "Cookies" link at the bottom of the page, without affecting the lawfulness of prior processing;
- **instructions** regarding the fate of their data after their death.

10.2. These rights are exercised by email to **team@mindfocus.io**, preferably from the address associated with the account, which allows the requester's identity to be verified. A reply is given within **one month**, which may be extended by two months for complex requests, in which case the User is informed.

10.3. The User may lodge a complaint with the **CNIL** (Commission nationale de l'informatique et des libertés, 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France, www.cnil.fr) or with the supervisory authority of their country of residence.

Article 11 — Changes

This policy may change as the Platform or regulations evolve. In the event of a significant change, Users with an account are informed by email or on the Platform before it takes effect. The version

date appears at the top of the document.