



Effective Date: December 27, 2025

Last Updated: December 27, 2025

ARTICLE I: INTRODUCTION AND SCOPE

Section 1.1 - Purpose

This Privacy Policy governs the manner in which Eyden Studio collects, uses, maintains, and discloses information collected from users of eyden.org and all associated digital properties operated under the Eyden Studio name (collectively, the "Site"). This Policy applies to the Site and all products, services, and programs offered by Eyden Studio.

Section 1.2 - Consent

By accessing or using the Site, You consent to the collection, use, and disclosure of Your information as described in this Privacy Policy. If You do not agree with the terms of this Privacy Policy, You must immediately cease all use of the Site.

Section 1.3 - Applicability to Minors

This Privacy Policy includes specific provisions regarding the collection and use of information from individuals under the age of eighteen (18). Parents and legal guardians are encouraged to review this Policy with minors under their supervision.

ARTICLE II: DEFINITIONS

For purposes of this Privacy Policy, the following definitions shall apply:

- "Personal Information" refers to any information that identifies or can be used to identify, contact, or locate an individual, including but not limited to name, email address, mailing address, telephone number, and date of birth.
- "Non-Personal Information" refers to information that does not identify a specific individual, including but not limited to browser type, device type, operating system, and aggregated usage data.
- "User," "You," "Your" refers to any individual accessing or using the Site.
- "Studio," "We," "Us," "Our" refers to Eyden Studio and Eyden Villarreal.
- "Processing" refers to any operation performed on Personal Information, including collection, storage, use, disclosure, and deletion.

ARTICLE III: INFORMATION WE COLLECT

Section 3.1 - Personal Information Collected

We may collect the following categories of Personal Information:

1. Contact Information: Name, email address, mailing address, and telephone number;
2. Account Information: Username, password, and account preferences (if applicable);
3. Demographic Information: Age or date of birth (when required for age verification);

4. Volunteer Information: Information provided in volunteer applications, including skills, interests, availability, and parental consent documentation for minors;
5. Submission Information: Content, materials, and associated metadata submitted through our submission portals;
6. Communication Records: Content of correspondence with the Studio, including emails and form submissions;
7. Payment Information: If applicable in the future, billing information necessary to process transactions (currently not collected).

Section 3.2 - Non-Personal Information Collected

We may automatically collect Non-Personal Information, including but not limited to:

1. Browser type and version;
2. Operating system;
3. Device type and screen resolution;
4. Internet Protocol (IP) address (in aggregated or anonymized form);
5. Pages visited and time spent on pages;
6. Referring website addresses;
7. Clickstream data and navigation patterns.

Section 3.3 - Methods of Collection

Information may be collected through:

1. Voluntary Submission: Forms, newsletter sign-ups, volunteer applications, submission portals, and contact forms;
2. Automated Collection: Cookies, web beacons, and similar tracking technologies (see Article V);
3. Third-Party Services: Email marketing platforms and other authorized service providers.

Section 3.4 - Information We Do Not Collect

We do not knowingly collect:

1. Social Security numbers or government-issued identification numbers;
2. Financial account information (bank accounts, credit card numbers);
3. Precise geolocation data;
4. Biometric data;
5. Health or medical information.

ARTICLE IV: USE OF INFORMATION

Section 4.1 - Purposes of Use

We use collected information for the following purposes:

1. Service Delivery: To provide, maintain, and improve the Site and Services;
2. Communication: To send newsletters, updates, and communications related to Studio activities and Projects;
3. Volunteer Management: To process volunteer applications, coordinate activities, and maintain volunteer records;
4. Submission Processing: To review, evaluate, and utilize submitted content in accordance with our Content Submission Policy;
5. Legal Compliance: To comply with applicable laws, regulations, and legal processes;
6. Safety and Security: To protect the safety of users, prevent fraud, and maintain the security of the Site;
7. Analytics and Improvement: To understand how users interact with the Site and improve user experience;
8. Promotional Activities: To inform users about other organizations, products, causes, or initiatives that may be of interest.

Section 4.2 - Legal Basis for Processing

Our processing of Personal Information is based on:

1. Consent: You have given clear consent for us to process Your Personal Information for specific purposes;
2. Contractual Necessity: Processing is necessary to fulfill our obligations in providing Services to You;
3. Legitimate Interests: Processing is necessary for our legitimate interests in operating the Site and Projects, provided such interests are not overridden by Your rights and interests;
4. Legal Obligation: Processing is necessary to comply with applicable law.

ARTICLE V: COOKIES AND TRACKING TECHNOLOGIES

Section 5.1 - Use of Cookies

The Site may use cookies and similar tracking technologies to enhance user experience and collect Non-Personal Information. A cookie is a small file placed on Your device that enables certain features and functionality.

Section 5.2 - Types of Cookies

We may use the following types of cookies:

1. Essential Cookies: Necessary for the Site to function properly;
2. Performance Cookies: Collect information about how visitors use the Site;
3. Functionality Cookies: Remember Your preferences and choices;
4. Analytics Cookies: Help us understand Site usage patterns.

Section 5.3 - Managing Cookies

You may refuse or delete cookies through Your browser settings. However, disabling cookies may limit Your ability to use certain features of the Site. For more information, please refer to our Cookie Policy.

ARTICLE VI: THIRD-PARTY SERVICE PROVIDERS

Section 6.1 - Email Marketing Services

We use Zoho Campaigns and other email marketing platforms to manage newsletter subscriptions and communications. These service providers may have access to Your Personal Information solely for the purpose of performing services on our behalf and are obligated not to disclose or use it for any other purpose.

Section 6.2 - Data Processing Agreements

We maintain data processing agreements with all third-party service providers to ensure they handle Your information in accordance with this Privacy Policy and applicable data protection laws.

Section 6.3 - Third-Party Privacy Practices

We are not responsible for the privacy practices of third-party service providers. We encourage You to review the privacy policies of any third-party services You interact with through our Site.

Section 6.4 - Future Third-Party Services

As the Studio grows, we may engage additional third-party service providers. We will update this Privacy Policy to reflect such changes and ensure all providers maintain appropriate data protection standards.

ARTICLE VII: DISCLOSURE OF INFORMATION

Section 7.1 - Limited Disclosure

We do not sell, trade, or rent Your Personal Information to third parties. We may disclose Your information only in the following circumstances:

1. Service Providers: To third-party service providers who assist in operating the Site and providing Services, subject to confidentiality obligations;
2. Legal Requirements: When required by law, subpoena, court order, or legal process;
3. Safety and Protection: To protect the rights, property, or safety of the Studio, our users, or the public;
4. Business Transfers: In connection with any merger, sale of assets, financing, or acquisition of all or a portion of our operations (though unlikely given our non-business status);
5. With Consent: When You have given explicit consent to share Your information;
6. Project Collaborators: When necessary to facilitate Projects and collaborative activities, with appropriate safeguards.

Section 7.2 - Aggregate Information

We may share aggregated, anonymized, or de-identified information that cannot reasonably be used to identify You.

ARTICLE VIII: CHILDREN'S PRIVACY

Section 8.1 - Minimum Age Requirement

The Site is intended for users aged thirteen (13) and older. We do not knowingly collect Personal Information from children under the age of thirteen (13) without verifiable parental consent, in compliance with the Children's Online Privacy Protection Act (COPPA).

Section 8.2 - Parental Consent

For volunteer programs and certain Services, minors under the age of eighteen (18) must obtain parental or legal guardian consent. We collect and maintain parental consent documentation as required by law.

Section 8.3 - Parental Rights

Parents and legal guardians have the right to:

1. Review Personal Information collected from their child;
2. Request deletion of their child's Personal Information;
3. Refuse further collection or use of their child's information;
4. Receive notice of our information practices regarding children.

Section 8.4 - Notification of Inadvertent Collection

If we discover that we have inadvertently collected Personal Information from a child under thirteen (13) without proper parental consent, we will take immediate steps to delete such information from our records.

Section 8.5 - Contact for Parental Inquiries

Parents or guardians with questions or concerns regarding children's privacy may contact us using the information provided in Article XVI.

ARTICLE IX: DATA SECURITY

Section 9.1 - Security Measures

We implement reasonable administrative, technical, and physical safeguards designed to protect Personal Information from unauthorized access, disclosure, alteration, and destruction. These measures include:

1. Secure data transmission protocols;
2. Access controls and authentication procedures;
3. Regular security assessments;
4. Employee training on data protection practices.

Section 9.2 - Limitations of Security

Despite our efforts, no method of transmission over the Internet or electronic storage is completely secure. We cannot guarantee absolute security of Your information. You acknowledge and accept this inherent risk when providing information to us.

Section 9.3 - Breach Notification

In the event of a data breach that compromises Your Personal Information, we will notify You and appropriate authorities as required by applicable law, provided such notification would not impede a law enforcement investigation.

Section 9.4 - Student-Led Operations

Given the student-led nature of the Studio, security measures are implemented to the best extent possible within available resources. We continuously work to improve our security practices as the Studio develops.

ARTICLE X: DATA RETENTION

Section 10.1 - Retention Period

We retain Personal Information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

Section 10.2 - Specific Retention Periods

1. Newsletter Subscriptions: Retained until You unsubscribe or request deletion;
2. Volunteer Records: Retained for the duration of volunteer engagement plus a reasonable period thereafter for record-keeping purposes;
3. Submitted Content: Retained in accordance with rights granted under our Content Submission Policy;
4. Communication Records: Retained for a reasonable period to maintain correspondence history.

Section 10.3 - Deletion

Upon expiration of the retention period or upon Your request (subject to legal obligations), we will delete or anonymize Your Personal Information in accordance with our data deletion procedures.

ARTICLE XI: YOUR RIGHTS AND CHOICES

Section 11.1 - Access and Correction

You have the right to:

1. Access Personal Information we hold about You;
2. Request correction of inaccurate or incomplete information;
3. Receive a copy of Your Personal Information in a portable format.

Section 11.2 - Deletion and Erasure

You may request deletion of Your Personal Information, subject to:

1. Our legal obligations to retain certain information;
2. Our legitimate interests in maintaining records;
3. Any ongoing legal proceedings or investigations.

Section 11.3 - Opt-Out Rights

You may opt out of:

1. Marketing Communications: Unsubscribe from newsletters using the link provided in each email or by contacting us directly;
2. Cookies: Manage cookie preferences through Your browser settings;
3. Data Collection: Cease use of the Site to prevent further data collection.

Section 11.4 - Communication Preferences

You may update Your communication preferences at any time by contacting us at the information provided in Article XVI.

Section 11.5 - Do Not Track Signals

Our Site does not currently respond to "Do Not Track" signals from browsers.

ARTICLE XII: INTERNATIONAL DATA TRANSFERS

Section 12.1 - Data Location

Your information may be transferred to and maintained on servers located in the United States. By using the Site, You consent to the transfer of Your information to the United States.

Section 12.2 - International Users

If You are accessing the Site from outside the United States, please be aware that Your information may be transferred to, stored, and processed in the United States, where data protection laws may differ from those in Your jurisdiction.

Section 12.3 - European Economic Area (EEA) Users

If You are located in the EEA, You have certain rights under the General Data Protection Regulation (GDPR), including the right to lodge a complaint with a supervisory authority.

ARTICLE XIII: CALIFORNIA PRIVACY RIGHTS

Section 13.1 - California Consumer Privacy Act (CCPA)

California residents have specific rights under the California Consumer Privacy Act, including:

1. The right to know what Personal Information is collected, used, shared, or sold;
2. The right to delete Personal Information held by businesses;
3. The right to opt-out of the sale of Personal Information (note: we do not sell Personal Information);
4. The right to non-discrimination for exercising CCPA rights.

Section 13.2 - Exercising California Rights

California residents may exercise these rights by contacting us using the information provided in Article XVI.

ARTICLE XIV: NEWSLETTER PRIVACY PROVISIONS

Section 14.1 - Newsletter Subscriptions

By subscribing to our newsletters, You consent to receive periodic communications from Eyden Studio and affiliated Projects.

Section 14.2 - Content of Newsletters

Newsletters may include:

1. Updates on Studio Projects and activities;
2. Creative content and publications;
3. Promotional content regarding other organizations, products, causes, or initiatives;
4. Volunteer opportunities and event announcements.

Section 14.3 - Email Marketing Platform

We use Zoho Campaigns and other email marketing platforms to manage newsletter distribution. Your email address and related information are processed in accordance with these platforms' privacy policies.

Section 14.4 - CAN-SPAM Compliance

Our newsletter practices comply with the CAN-SPAM Act. All marketing emails include:

1. A clear identification of the sender;
2. A valid physical mailing address;
3. A clear and conspicuous unsubscribe mechanism;
4. Honest subject lines that accurately reflect email content.

Section 14.5 - Unsubscribe Process

You may unsubscribe from newsletters at any time by:

1. Clicking the unsubscribe link in any newsletter email;
2. Contacting us directly at legal@eyden.org;
3. Sending written notice to our mailing address.

We will process unsubscribe requests within ten (10) business days.

ARTICLE XV: CHANGES TO THIS PRIVACY POLICY

Section 15.1 - Modifications

We reserve the right to modify this Privacy Policy at any time. Changes will be effective immediately upon posting to the Site.

Section 15.2 - Notice of Material Changes

In the event of material changes to this Privacy Policy, we will provide notice through:

1. A prominent notice on the Site;
2. Email notification to registered users (where applicable);
3. Updates to the "Last Updated" date at the top of this document.

Section 15.3 - Continued Use

Your continued use of the Site following the posting of changes constitutes Your acceptance of such changes.

ARTICLE XVI: CONTACT INFORMATION

For questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact:

Eyden Studio
Privacy Officer
5715 Houston Rd
Brownsville, Texas 78521
United States of America

Email: legal@eyden.org
Telephone: +1 (346) 613-0833

Notice: *The above address is a residential address provided solely for legal compliance and official correspondence. In-person visits are not permitted. Unauthorized visits or trespassing will be reported to law enforcement.*

Response Time: We will respond to privacy inquiries within thirty (30) days of receipt.

ARTICLE XVII: GOVERNING LAW

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America, without regard to conflict of law principles.

ARTICLE XVIII: SEVERABILITY

If any provision of this Privacy Policy is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

ARTICLE XIX: ACKNOWLEDGMENT

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PRIVACY POLICY, UNDERSTAND IT, AND AGREE TO ITS TERMS. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SITE.

Entity Disclaimer:

Eyden Studio is not a formal organization, business, or registered entity. It represents the personal creative portfolio of Eyden Villarreal, a student, and serves as the credit name for independent projects, writings, designs, and other creative works. References to "we," "our," or "the studio" are for branding purposes only and do not indicate a legal entity. All rights reserved.

Document Reference: EYDEN-PRIV-2025

Maintained at: eyden.org/legal