

DRIVINGSCHOOLSOFTWARE PRIVACY POLICY

DanubeNet, Inc. ("DrivingSchoolSoftware") is committed to respecting your privacy and the privacy of the information in your account. Our intention is to treat your information with the utmost care and consideration.

This Privacy Policy applies to personally identifiable information that is gathered when you visit DrivingSchoolSoftware's Website (www.DrivingSchoolSoftware.com), and when you and your clients use DrivingSchoolSoftware's services ("Services") pursuant to the DrivingSchoolSoftware Service Terms of Use Agreement ("Terms of Use Agreement"), such as data (including your client data) that is stored in your DrivingSchoolSoftware account. This Privacy Policy does not apply to the practices of companies that DrivingSchoolSoftware does not own or control, or to non-DrivingSchoolSoftware employees.

COLLECTION AND USE OF YOUR INFORMATION

- DrivingSchoolSoftware collects personally identifiable information when you register for a DrivingSchoolSoftware account, when you and your customers use the Services, when you fill out any form requesting information, support, or specific products and services information, and when you subscribe to our newsletter. DrivingSchoolSoftware may also receive personally identifiable information from its business partners.
- DrivingSchoolSoftware collects the following personally identifiable information: your and/or your customers' names, email addresses, home address, telephone number, date of birth, cell phone, home phone, parent/guardian name, parent/guardian cell phone, High School (if applicable) Gender, wears glasses, permit number, date permit issued, permit expiration date. Additionally, when you sign up for a DrivingSchoolSoftware paid account, DrivingSchoolSoftware may collect your billing information including your credit card number, expiration date, and billing address.
- Customer will have no rights or licenses to use personally identifiable information other than for the delivery and functioning of the product or service in the manner for which it is intended for use by the school. Customers that collect or allow the receipt of data from or about students must post a privacy policy that explains their data handling practices. Customer agrees that their customer, if applicable, has a right to review, have deleted and/or refuse to permit further collection or use of the student's information, along with information on how to do so and consequences or implications for a user refusing collection of data. Customer agrees that their customers i.e., students and schools, should contact you directly for questions on how to change/edit student's data, if applicable. DrivingSchoolSoftware will assist where needed.
- If applicable, Customer agrees to conduct or have conducted regular security audits. On an annual basis, Customer must allow a school or its designated third party with either access to the results of the Customer's security audits or with approval to conduct its own security audit of Customer practices around its data. Customer is required to provide data privacy and security training to all company employees responsible in whole or in part for design, production, development, monetization and operations of their products and employees who are directly or peripherally involved in collection, use, storage, disclosure, or other handling of data.
- If you have chosen to receive email communications, you will receive our infrequent newsletter and announcements.
- Note that the data stored in Customer's DrivingSchoolSoftware account, including customer data, is owned by Customer, pursuant to your Terms of Use Agreement with DrivingSchoolSoftware.
- **STATE OF CALIFORNIA AB-1584 PUPIL RECORDS: PRIVACY 3RD PARTY CONTRACTS - DIGITAL STORAGE SERVICES AND DIGITAL EDUCATIONAL SOFTWARE.**

Existing law prohibits a school district from permitting access to pupil records to any person without parental consent or without a judicial order, except to specified persons under certain circumstances,

including to a contractor or consultant with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant.

This bill would authorize a local educational agency, as defined, pursuant to a policy adopted by its governing board or governing body, as appropriate, to enter into a contract with a 3rd party, as defined, to provide services for the digital storage, management, and retrieval of pupil records, as defined, or to provide digital educational software, or both. The bill would require the contract to include specified provisions, including a statement that the pupil records continue to be the property of and under the control of the local educational agency, a description of the actions the 3rd party will take to ensure the security and confidentiality of pupil records, and a description of how the local educational agency and the 3rd party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act. The bill would require that a contract that fails to comply with the requirements of this bill be rendered void if certain conditions are satisfied.

- Student records obtained by DSS from an educational institution, or Customer, continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to DSS and Customer.
- DSS users may retain possession and control of their own generated content by contacting the "educational institution or Customer directly."
- DSS and Customer will not use any information in a student record for any purpose other than those required or specifically permitted by the DSS Terms of Use and Privacy Policy

In addition, if we ever make significant changes to the types of personal information we collect from children, or how we use it, we will notify parents in order to obtain parental consent or notice for those new practices, and provide schools with the necessary information about these changes where they have obtained permission and either a) chose to act as an agent of the parent and consented on parents behalf using school consent or b) collected the appropriate parental consent for the Class Portal.

DSS is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions: (a) we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; (b) we conduct background checks on our employees that may have access to student data; (c) we conduct regular employee privacy and data security training and education; and (e) we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.

In the event of an unauthorized disclosure of a student's records, DSS will (1) promptly notify Users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure; (iv) what DSS has done or shall do to mitigate any effect of the unauthorized use or disclosure; (v) what corrective action DSS has taken or shall take to prevent future similar unauthorized use or disclosure.

Driving School Software prohibits using personally identifiable information in student records to engage in targeted advertising.

The bill would provide that, if these provisions are in conflict with the terms of a contract in effect before January 1, 2015, the provisions shall not apply to the local educational agency or the 3rd party subject to that agreement until the expiration, amendment, or renewal of the agreement.

THE SHARING AND DISCLOSURE OF YOUR INFORMATION

Certain DrivingSchoolSoftware employees have various access levels to DrivingSchoolSoftware systems, including databases for the purposes of backups, maintenance, debugging, and other administrative and programming activities. However, DrivingSchoolSoftware will not monitor, edit, disclose, sell, or rent neither your data nor your client data stored in your DrivingSchoolSoftware account, nor personally identifiable information of you or your clients, to anyone, other than as set forth below.

It is only under the following circumstances that DrivingSchoolSoftware may send your information to other companies or people:

- When we have your consent to share the information.
- When we need to share your information to provide you with a service or product you are requesting. For example: if you sign up for DrivingSchoolSoftware through one of our authorized resellers.
- When we need to send the information to companies who work on our behalf in order to process your order or to provide a product or service to you. Note that these companies are not allowed to use your information for any reason other than to support us in assisting you.
- When we conform to the requirements of the law, respond to subpoenas, court orders or legal processes.
- When we act under exigent circumstances to protect the personal safety of our customers or the public.
- When we need to protect and defend the rights or property of DrivingSchoolSoftware.

From time to time we may share aggregate data about our customers and DrivingSchoolSoftware Website visitors with other companies. In such cases no personally identifiable, or specific driving school client data, will be made available to any third parties.

COOKIES

Cookies are identifiers usually sent through your browser to reside temporarily or permanently on your computer. The DrivingSchoolSoftware Website, DrivingSchoolSoftware, and the Services may use temporary "cookies" tied to personally identifiable information for their operation. Certain services and functionalities either will not work or not work properly if you disable cookies.

THIRD PARTY LINKS

The Service and the DrivingSchoolSoftware Website may contain or reference links to services and websites outside of the Service or Website which are operated by third parties ("Third Party Websites"). You understand that the Third Party Websites are not under the control of DrivingSchoolSoftware and that DrivingSchoolSoftware is not responsible for the content or operation of such Third Party Websites or any link contained in such Third Party Websites, or any changes or updates to such Third Party Websites. DrivingSchoolSoftware provides these links only as a convenience, and the inclusion of any such link does not imply DrivingSchoolSoftware's endorsement, affiliation, sponsorship, approval, investigation, verification, review or monitoring by DrivingSchoolSoftware of any content or links included in any Third Party Website or any products or services provided thereby. Use of such links is entirely at your risk and the risk of your clients. You understand and agree that the linked Third Party Websites may contain terms and privacy policies that are different from those of DrivingSchoolSoftware. Third Party Website links may be added only after explicit approval of the client. The following are the Third-Party vendors that DrivingSchoolSoftware uses for the purpose of communication.

- Microsoft Azure
Secure storage of data
<https://azure.microsoft.com/en-us/support/legal/>
- SendGrid
In application email communications between customer and their customer
<https://www.twilio.com/legal/tos>
- Twilio
In application text messaging customer and their customer
<https://www.twilio.com/legal/tos>
- Mailjet (email sending)
In application email communications between customer and their customer
<https://www.mailjet.com/terms-and-conditions/>

CHANGING AND EDITING YOUR PERSONALLY IDENTIFIABLE INFORMATION

DrivingSchoolSoftware allows you to change, at any time, the personally identifiable information you previously provided to us. To change your personal information, log into your account, under "My Info" section, and make the appropriate changes. If the options provided do not fully meet your needs, please send an email to support@DrivingSchoolSoftware.com with your request. Customer has the responsibility for working with their customers to change or delete any personal information. DrivingSchoolSoftware will assist customer, if required.

SECURITY

For both security and privacy purposes, your DrivingSchoolSoftware account is password-protected.

DrivingSchoolSoftware employs rigid security measures to ensure the protection of your data and applications. As such, access to DrivingSchoolSoftware servers is restricted.

All transactions between DrivingSchoolSoftware and the servers are encrypted with industry-standard 256-bit Secure Socket Layers protocol. All systems are backed up on daily basis. Additional security measures may be employed but not disclosed due to security concerns.

DATA BREACH

The risk of data theft, scams, and security breaches can have a detrimental impact on a company's systems, and reputation. As a result, DrivingSchoolSoftware has created this policy to help outline the security procedures put in place to ensure information remains secure and protected. This policy applies to all DrivingSchoolSoftware employees, Customers, and all individuals with access to the company's software and their customer uploaded content.

DrivingSchoolSoftware defines "confidential data" as:

- Customer, and end user (students, parents/guardians, and instructor's personal information).
- Customer's and end user passwords.
- Company contracts and legal records.

DrivingSchoolSoftware recognizes the security risks of transferring confidential data internally and/or externally. To minimize the chances of data theft, we instruct all employees and customers to:

- Only transfer confidential data through our secure methods.
- Customer is to immediately report any breaches to support@drivingschoolsoftware.com
- Customer ensures that all remote devices, laptops, tablets, phones are password protected and safely stored when not in use.
- Should a data breach occur with DrivingSchoolSoftware we will notify all customers within a reasonable amount of time to include date of breach, nature of breach, information that may have been collected during breach, and identify remediation of breach.

CONTROL OF DATA

If applicable, Customer agrees they are under the direct control of the school regarding students' personal identifiable information. The school remains in control of students' personal identifiable information during any arrangement with a Customer.

Customer agrees to have a process in place to assist schools in responding to requests from parents or eligible students, if applicable, to inspect and review personally identifiable information and categories of data being held in education records and for schools to authorize changes to that data in cases where such access and correction requires direct. Any such process must consider time frames required by federal and state laws within which a school must respond to such requests. Schools will have to submit an explicit request to Customer and copying support@drivingschoolsoftware.com to have data purged outlining specifically which data needs to be removed. DrivingSchoolSoftware does not delete any data from the system as we have to keep data on behalf of schools.

CHANGING AND EDITING YOUR PERSONALLY IDENTIFIABLE INFORMATION

DrivingSchoolSoftware allows you to change, at any time, the personally identifiable information you previously provided to us. To change your personal information, log into your account, under “My Info” section, and make the appropriate changes. If the options provided do not fully meet your needs, please send an email to support@DrivingSchoolSoftware.com with your request.

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PRIVACY POLICY CHANGES

This Privacy Policy may be changed from time to time in DrivingSchoolSoftware’s sole discretion, as follows.

For Customers using our Service pursuant to the Terms of Use Agreement, we will email written notice of any changes to email address last provided to us 30 days in advance of changes. If we wish to use your personally identifiable information in a manner different from that stated when we collected it, we will notify you via email, and you will have the choice as to whether or not you will permit us to use your information in this different manner.

OPTING-OUT

You can unsubscribe from our newsletter and announcement list at any time by sending e-mail to support@DrivingSchoolSoftware.com. However, if you have a DrivingSchoolSoftware account, you will continue to receive administrative types of emails from us with regard to your account when necessary.

SURVEYS

From time to time DrivingSchoolSoftware may invite you to participate in online surveys that DrivingSchoolSoftware or a third party may administer. These surveys are optional. These surveys include personal information. They include questions about your experience with DrivingSchoolSoftware and its specific features. They are meant to help us better understand the needs and requirements of our customers so we can continue improving our products and services. The results of these surveys may be shared in aggregate format with third parties.

RESERVATION OF RIGHTS

DrivingSchoolSoftware reserves any rights not expressly granted herein.

COMMENTS AND SUGGESTIONS

DrivingSchoolSoftware.com Privacy Support

Phone: 865.630.8021

Email: support@DrivingSchoolSoftware.com