



## *iKeepSafe Product Profile* *Driving School Software*

### Introduction

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The *iKeepSafe* FERPA and CSPC (California) Privacy Program is available to operators and service providers of websites and online services, data management systems and other technologies that are, in whole or in part, intended for use in and by schools, and which may collect, store, process or otherwise handle student data.

This *iKeepSafe* Product Profile is intended to assist you in determining whether [Driving School Software](#) complies with FERPA and CSPC (California). It indicates that [Driving School Software](#) has been assessed for alignment with the iKeepSafe FERPA and CSPC Guidelines.

### Product Overview

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#### [Driving School Software](#)

[DrivingSchoolSoftware.com](#)

Driving School Software is a SAAS (Software as a service) which provides to entities both public and private that conduct driver education and training.

Driving School Software provides you with a capability to store and retrieve electronic data via the World Wide Web on Driving School Software's system. Driving School Software and service allows you to use Web-based forms that are bound to your Driving School Software account. Additionally, Driving School Software may help you create and serve Web-based reports and tables that are based on the data stored in your Driving School Software account.

## Agreement

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### As related to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Section 1232g) , Driving School Software agrees:

1. Student records obtained by Driving School Software from an educational institution 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 Driving School Software
2. Driving School Software users may retain possession and control of their own generated content.
3. Driving School Software will not use any information in a student record for any purpose other than those required or specifically permitted by the Driving School Software Terms and Conditions and Privacy Policy.
4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Driving School Software users may access, correct, update, or delete personal information in their profile by signing into Driving School Software, accessing their Driving School Software account, and making the appropriate changes.
5. Driving School Software 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
  - d. we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student's records, Driving School Software will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.
7. Driving School Software will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.

8. Driving School Software agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described above.
9. Driving School Software prohibits using personally identifiable information in student records to engage in targeted advertising.
10. Driving School Software will not make material changes to our Terms of Use or Privacy Policy, including making significant changes impacting the collection, use, disclosure or retention of data collected without prior notice to the educational user.

**B. . As related to Student Online Personal Information Protection Act (SB 1177 -"SOPIPA"), Driving School Software agrees:**

**Prohibitions:**

1. Driving School Software does not target advertising via its website or on any other website using information about a K-12 student acquired from a use of the technology.
2. Driving School Software does not use information, including persistent unique identifiers, created or gathered by the site to amass a profile about a K–12 student except in furtherance of K–12 school purposes.
3. Driving School Software does not and will not sell, rent, or otherwise provide personally identifiable information to any third party for monetary gain.
4. Driving School Software does not disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

**Obligations:**

5. Driving School Software is committed to maintaining the security and confidentiality of pupil records as noted herein.
6. Driving School Software will delete student information when requested by the school district.
7. Driving School Software will disclose student information when required by law, for legitimate research purposes and for school purposes to educational agencies.

**Data Access and Review Process**

A data access request asks Driving School Software to provide, correct or delete personal information. All data access requests are lodged via an email to [support@DrivingSchoolSoftware.com](mailto:support@DrivingSchoolSoftware.com). Depending on the nature of the request they may require the requestor to provide information to verify their identity, and/or be an authorised agent of their school.

**Driving School Software collects data on behalf of schools.** Any party wishing for Driving School Software to provide, correct or delete their personal information can make a request via their school, and they will fulfill the data request in a timely manner.

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.

## Security Protocols

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Driving School Software has a comprehensive Security Program in place designed to protect the confidentiality, integrity and availability of systems, networks and data. The following is a general overview of data security protocols:

### Data in Transit

Driving School Software uses secure socket layer technology (SSL) when a user enters any information anywhere on the Service as a default and this technology enables the encryption of that information during server transmission.

### Data at Rest

Driving School Software database is encrypted **at rest**, where they store a user's personal information, which converts all personal information stored in the database to an unintelligible form.

### Data Center Security

Driving School Software uses Microsoft Azure Data Centers and these centers conform to the following:

Microsoft Azure is a secure, durable technology platform with industry-recognized certifications and audits. Their services and data centers have multiple layers of operational and physical security to ensure the integrity and safety of your data.

Please see more information below in the available link:

**Microsoft Azure  
Secure storage of data**

<https://azure.microsoft.com/en-us/support/legal/>

<https://docs.microsoft.com/en-us/azure/security/fundamentals/overview>

**Personnel**

Background Checks: All employees with access to student data have undergone criminal background checks.

Training: Employees of Driving School Software will receive annual privacy and security training that includes FERPA.

Access: Access to student data is role-based; limited to those employees who need access to perform job responsibilities.

**Access to Audit**

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Once per year, Driving School Software will provide schools with:

audit rights to the school's data

access to the results of Driving School Software's or its third-party security audit

## Data Breach

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In the event of an unauthorized disclosure of a student's records, Driving School Software will promptly notify users unless specifically directed not to provide such notification by law enforcement officials.

Notification shall identify:

- a. the date and nature of the unauthorized use or disclosure;
- b. the Private Data used or disclosed;
- c. general description of what occurred, including who made the unauthorized use or received the unauthorized disclosure;
- d. what Driving School Software has done or shall do to mitigate any effect of the unauthorized use or disclosure;
- e. advice to the impacted user on how they can best protect themselves.
- f. what corrective action Driving School Software has taken or shall take to prevent future similar unauthorized use or disclosure; and
- g. who at Driving School Software the user can contact. Driving School Software will keep the user fully informed until the incident is resolved.

Driving School Software will notify impacted user (s) within a reasonable period of time following the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, and any acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by Driving School Software

## Data Deletion

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Driving School Software stores your personal information for as long as it is necessary to provide products and Services to you and others. Personal information associated with the user account will be kept until the account is deleted or until we no longer need the data to provide products and services.

Driving School Software may have to retain some information after your account is closed, to comply with legal obligations, to protect the safety and security of our community or our Service, or to prevent abuse of our Terms. At Driving School Software, a user may delete their account at any time by contacting their school directly or by contacting Driving School Software at [support@DrivingSchoolSoftware.com](mailto:support@DrivingSchoolSoftware.com)

## Research

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Driving School Software may use data which has been de-identified and/or aggregated for product development, research, analytics and other purposes, including for the purpose of analyzing, improving, or marketing the Services. On certain occasions, Driving School Software may share this data with business partners to improve their services or offerings. If they disclose information to authorized business partners to conduct research on online education or assist in understanding the usage, viewing, and demographic patterns for certain programs, content, services, promotions, and/or functionality on our Service, such data will be aggregated and/or anonymized to reasonably avoid identification of a specific individual.

## Third Parties

Driving School Software does not sell, trade, lease or loan the personal information they collect or maintain, in the course of providing the service, to any third party for any reason, including direct marketers, advertisers, or data brokers.

Driving School Software contracts with other third-party companies to perform business functions or services on their behalf and may share PII with such third parties as required to perform their functions. Driving School Software has agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service and to ensure they maintain the confidentiality and security of the information. The agreements align with Driving School Software' data privacy and security policies and expectations.

Driving School Software utilizes the following third-party vendors:

Provider	What do they do for us?	What do we give them?
Microsoft Azure	MS Azure hosts all of our databases, web servers, login services, emails sent from our application, and more.	All information we collect from you or your school is stored and processed on MS Azure..
SendGrid	The application email communications between the Schoolr and their students	If a school provides us personal information via email, it is processed by SendGrid. This information includes names, Email addresses, and details of issues for which a user has asked for assistance.
Google Analytics	To capture usage data that we then use to improve our user interface	This information includes IP addresses, browser information, pages visited and actions performed within the application.
Twilio	The application used for text messaging from the school and their Driving School Student	
Mailjet (email sending)	The application email used for communications between the School and their Driving School Student	It holds their name and email for sending the document and reminders.
Authorize.net	Payment gateway	
USAePay	Payment gateway	

## Product Data List

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Data Collection by Driving School Software include the following:

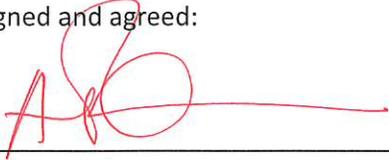
<b>DATA Collected for Operation</b>	<b>General Purpose of Data Collected</b>
STUDENT FIRST AND LAST NAME	Required to support Product Functionality
STUDENT PHYSICAL ADDRESS	Required to support Product Functionality
STUDENT EMAIL ADDRESS	Required to support Product Functionality
STUDENT PHONE/MOBILE NUMBER	Required to support Product Functionality
STUDENT AGE/DOB	Required to support Product Functionality
STUDENT GENDER	Required to support Product Functionality
PARENT FIRST AND LAST NAME	Required to support Product Functionality
PARENT PHONE/MOBILE NUMBER	Required to support Product Functionality
PARENT EMAIL ADDRESS	Required to support Product Functionality
SCHOOL NAME	Required to support Product Functionality
SCHOOL ADDRESS	Required to support Product Functionality
PHOTOGRAPH,VIDEO OR AUDIO FILE	Required to support Product Functionality (Optional)
Other Driver's Data, Dr. Lic. #, Car Model, etc	Required to support Product Functionality (Optional)
Browser Type	Statistics/Customer Service
Access Time	Statistics/Customer Service
Time spent on Site	Statistics/Customer Service
Page Views	Statistics/Customer Service

## Accuracy Statement

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Driving School Software hereby confirms the accuracy and truthfulness of all information contained in the Driving School Software profile and has authorized iKeepSafe to make the profile available to any interested schools.

Signed and agreed:



(Signature)

ANATOLIY PETROV

DrivingSchoolSoftware.com

1200 Route 22 East, Suite 2000, Bridgewater, NJ 08807

Tel: 888 . 635 . 8540

03/18/2021

The Driving School Software service has been reviewed and found in alignment with iKeepSafe's FERPA and CSPC Privacy Program Guidelines as indicated by this product profile. Driving School Software has been awarded the iKeepSafe FERPA and CSPC Certification.

DocuSigned by:

Amber Lindsay

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(Signature)

Amber Lindsay  
President & CEO  
iKeepSafe

03/18/2021

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