LEGAL

Privacy Policy

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This policy explains which personal data NuLes processes, why we do so and how long we keep it. It also explains when your driving school is responsible for your data and when NuLes is. Finally, it sets out your rights and how to use them.

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Article 1. Who we are

1.1 NuLes is software for driving schools. It consists of an app for iOS and Android, a web environment for administration (NuLes Web) and the website nules.nl.

1.2 NuLes is a trade name of [bedrijfsnaam]. In this policy we call that company "NuLes", "we" or "us".

1.3 Our details are: [bedrijfsnaam], [adres], [postcode_plaats], the Netherlands. Chamber of Commerce (KvK) number [kvk]. VAT number [btw].

1.4 For questions about privacy, email [email_privacy].

1.5 For other questions, email [email_support] or call [telefoon]. More ways to reach us are on the support page.

1.6 NuLes is the controller for the processing described in article 4.3. Your driving school is the controller for the processing described in article 4.1.

Article 2. Definitions

2.1 **GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679). In Dutch: AVG.

2.2 **Personal data:** any information about a person who can be identified directly or indirectly.

2.3 **Processing:** anything done with personal data, such as collecting, storing, using, sharing and erasing it.

2.4 **Controller:** the party that decides why and how personal data is processed.

2.5 **Processor:** the party that processes personal data on behalf of the controller.

2.6 **Sub-processor:** a party that NuLes engages to carry out part of the processing.

2.7 **Driving school:** the driving school that has a subscription to NuLes and uses the app for its students and instructors.

2.8 **App:** the NuLes app for iOS and Android.

2.9 **NuLes Web:** the NuLes web environment for administration.

2.10 **Student:** a person who takes driving lessons at a driving school and uses the app.

2.11 **Instructor:** a person who teaches or schedules lessons on behalf of a driving school. In the app this role is also called coach, mentor or planner.

2.12 **Parent/payer:** a person who has received an invitation by email and has confirmed the link to a student themselves. A parent or payer can pay that student's invoices. The student decides whether the parent or payer sees the schedule and progress.

2.13 **EEA:** the European Economic Area. These are the countries of the European Union plus Iceland, Liechtenstein and Norway.

Article 3. Who this policy applies to

3.1 This policy applies to everyone whose personal data NuLes processes.

3.2 It applies to users of the app in every role: student, instructor, owner or manager of a driving school, and parent or payer.

3.3 It applies to driving schools as customers of NuLes, and to their owners and contact persons.

3.4 It applies to visitors of the website nules.nl, including when you use the contact form.

3.5 It applies to everyone who contacts our support.

3.6 Your driving school may have its own privacy policy. That policy covers what the driving school itself does with your data, including outside the app.

Article 4. Two roles: driving school and NuLes

4.1 For the data of students, parents or payers and instructors within a driving school, the driving school is the controller.

4.2 NuLes is the processor for that data. We only process it on behalf of the driving school and in line with its instructions. This is set out in the data processing agreement (in Dutch) between the driving school and NuLes.

4.3 NuLes is itself the controller for:

1. the data of owners and contact persons of driving schools, for the customer relationship, the subscription and the invoicing of the subscription;
2. the security and operation of the platform, such as accounts, logging in, troubleshooting and preventing misuse;
3. support requests that reach us;
4. the data of website visitors, such as what you enter in the contact form.

4.4 Do you have a question about your data as a student, instructor, parent or payer? You can contact your driving school.

4.5 You can also contact us. If your question concerns data for which the driving school is responsible, we forward your question to the driving school and help it to answer.

4.6 NuLes is not a party to the agreement between you and your driving school. You agree on lessons, prices and payments with the driving school.

4.7 More information on how NuLes handles the GDPR is on the page Privacy and GDPR (in Dutch).

Article 5. Which data we process

5.1 **Identity and contact.** First name, last name, email address, phone number and date of birth. Address: street, house number, postcode and town. The email address and phone number of a parent. An *about me* text and a profile photo, if you add them.

5.2 **Login data.** Your password. We store it encrypted, as a hash. A session token, which is kept on your device in the secure storage of iOS or Android.

5.3 **Signing in with Google or Facebook.** This is optional. If you choose it, NuLes receives a token from that service to sign you in.

5.4 **Training.** Lessons and schedule, availability, group lessons, progress, assessments, homework, reflections after a lesson, licence category, vehicle and enrolment.

5.5 **CBR.** Your CBR candidate number, your date of birth and data about exams and reservations. The CBR is the Dutch driving test authority.

5.6 **Theory.** If your driving school offers theory lessons through a Moodle environment: a username and password for that environment.

5.7 **Financial.** Invoices, payment requests, instalment payments, credit (wallet), lesson packages, payment status, cash payments recorded by the driving school, and refunds.

5.8 The app does not process credit card details or bank account details. You pay in the browser at Buckaroo.

5.9 **Communication.** Chat messages between users of the same driving school, and notifications the app sends you.

5.10 **Documents.** Documents your driving school places in the app.

5.11 **Device.** A push token, so we can send you notifications. A random installation number per device.

5.12 **Camera and photo library.** Only when you choose or take a profile photo yourself. We then only use the photo you select.

5.13 **Technical data.** Log files needed for security and for troubleshooting.

5.14 **Driving schools as customers.** Name and contact details of the owner and contact persons, data about the subscription and its invoicing, and the versions of the documents the driving school has accepted.

5.15 **Website and support.** What you enter in the contact form, such as your name, your email address and your message. The content of support requests and our replies. When you visit the website, the web server keeps a log with your IP address, the time and the page requested.

5.16 **What we do not process.** No location, no contacts from your phone, no health data, no citizen service number (BSN) and no advertising ID.

5.17 We do not use analytics. We do not show advertisements. We do not track you across other companies' apps and websites.

5.18 We receive most data from you or from your driving school. Data about lessons and progress comes from your instructor. Data about exams comes through the CBR link. Payment status comes from Buckaroo.

Article 6. Purposes and legal bases

6.1 We only process personal data for a specific purpose and on a legal basis from article 6 of the GDPR.

6.2 For processing for which the driving school is responsible, the driving school determines the legal basis. This is usually the performance of the agreement between you and the driving school. The legal bases in the table are an indication for that processing.

6.3 The table below lists the data and the legal basis for each purpose.

Purpose	Data	Legal basis (art. 6 GDPR)	Controller
Creating an account, signing in and determining your role within the driving school	Identity and contact, login data	Performance of a contract (para. 1(b))	Driving school

Purpose	Data	Legal basis (art. 6 GDPR)	Controller
Scheduling, booking and completing lessons, recording progress, homework and reflections	Training, identity and contact	Performance of a contract (para. 1(b))	Driving school
Arranging exams and reservations with the CBR	CBR data, name, date of birth	Performance of a contract (para. 1(b))	Driving school
Managing invoices, payment requests, instalment payments and credit	Financial, identity and contact	Performance of a contract (para. 1(b))	Driving school
Keeping invoices for the tax retention obligation	Financial	Legal obligation (para. 1(c))	Driving school
Chatting with other users of the driving school	Communication, name, profile photo	Performance of a contract (para. 1(b))	Driving school
Sending push notifications	Push token, installation number	Consent through your device (para. 1(a))	Driving school
Adding a profile photo	Profile photo	Consent (para. 1(a))	Driving school
Allowing a parent or payer to pay and, if the student allows it, to follow progress	Contact details of the parent, financial, training	Performance of a contract (para. 1(b))	Driving school
Signing in with Google or Facebook	Token from Google or Meta, name, email address	Consent (para. 1(a))	NuLes
Securing the platform, troubleshooting and preventing misuse	Login data, technical data, log files	Legitimate interest (para. 1(f)): a secure and working platform	NuLes

Purpose	Data	Legal basis (art. 6 GDPR)	Controller
Customer relationship with the driving school, subscription and invoicing of the subscription	Data of owners and contact persons, subscription, invoicing	Performance of a contract (para. 1(b)) and legal obligation (para. 1(c))	NuLes
Answering support requests	Contact details, content of the request	Legitimate interest (para. 1(f)): helping users	NuLes
Responding to the website contact form	What you enter	Legitimate interest (para. 1(f)): answering your question	NuLes
Securing the website and preventing misuse	Website server logs: IP address, time and page requested	Legitimate interest (para. 1(f)): a secure website	NuLes

6.4 Where we rely on legitimate interest, we have weighed that interest against your privacy. You can object to this. See article 14.

6.5 Where we rely on consent, you can withdraw it at any time. This does not affect what we did with your data before you withdrew it.

6.6 We do not use your data for purposes other than those in this policy. We do not sell your data.

Article 7. Data of minors

7.1 In the Netherlands you can take driving lessons from the age of 16.5. With 2toDrive you can take the practical driving test from the age of 17. Many students are therefore minors.

7.2 The app is intended for users aged 16 and over.

7.3 Are you under 16? Then you may only use the app with the consent of a parent or guardian.

7.4 The driving school arranges that consent. The driving school is responsible for it.

7.5 A parent or guardian can receive an invitation by email as parent or payer. The parent or payer confirms the link to the student themselves and can then pay invoices. The student decides whether the parent or payer sees the schedule and progress.

7.6 We do not ask minors for more data than other students.

7.7 We do not use data of minors for advertising, analytics or profiling. We do not do this for anyone.

7.8 A parent or guardian of a student under 16 can exercise the rights in article 14 on the student's behalf.

Article 8. Who we share data with

8.1 **Your driving school.** The data in the app is visible to the driving school where you are enrolled. What someone can see depends on their role.

8.2 Access is restricted per role and per driving school. Users of another driving school cannot see your data.

8.3 **The CBR.** Through the CBR link, the driving school exchanges data with the CBR for exams and reservations. The CBR is not a sub-processor of NuLes. The CBR is an independent party with which the driving school has its own relationship. The driving school links its own CBR login details for this.

8.4 **The payment service.** iDEAL payments are handled by Buckaroo B.V. Buckaroo is a sub-processor of NuLes and is listed in the table below. Buckaroo receives the data needed to carry out the payment.

8.5 **Sub-processors.** To operate NuLes, we engage the parties in the table below. Recipients that the driving school or you choose yourself are listed separately in article 8.11.

Party	Purpose	Location
[hosting]	Hosting of the backend and the database	[hosting_locatie]
Expo / EAS (650 Industries, Inc.)	App updates and sending push notifications	United States
Apple Push Notification service	Push notifications on iOS	United States
Google Firebase Cloud Messaging	Push notifications on Android	United States
Buckaroo B.V.	iDEAL payments	the Netherlands
[maildienst]	Email, such as invitations, password reset and notifications	[maildienst_locatie]
[theorie_beheerder] (Moodle environment for theory)	Theory lessons, with a username and password for that environment	the Netherlands

Party	Purpose	Location
[website_hosting]	Hosting of the website nules.nl, including the website server logs	[website_hosting_locatie]

8.6 We make agreements with sub-processors. They may only use your data for the task we give them.

8.7 We require them to protect your data to the same standard as set out in this policy.

8.8 Do you play a video from YouTube or Vimeo, or sign in with Google or Facebook? Then the privacy rules of that party also apply to what it does with your data itself.

8.9 We share data with a government authority if the law requires us to.

8.10 We do not sell data and do not share it with advertisers.

8.11 **Recipients the driving school or you choose.** The parties in the table below are not sub-processors of NuLes. They only receive data because of a choice made by the driving school or by you. A video only appears in the app if the driving school adds it to homework. Signing in with Google or Facebook only happens if you choose it yourself.

Party	Purpose	Who chooses	Location
YouTube (Google) and Vimeo	Videos a driving school adds to homework, played in the app	The driving school	United States
Google and Meta (Facebook)	Signing in	You, only if you choose to	United States

Article 9. Transfers outside the EEA

9.1 Several parties in article 8 are based in the United States. As a result, data may be processed outside the EEA.

9.2 These are Expo / EAS, Apple Push Notification service, Google Firebase Cloud Messaging, YouTube, Vimeo, and Google and Meta if you sign in with them.

9.3 If the party is certified under the EU-US Data Privacy Framework, the transfer takes place on that basis.

9.4 If the party is not certified, we use the standard contractual clauses of the European Commission.

9.5 The same safeguards apply if [hosting], [maildienst] or [website_hosting] processes data outside the EEA.

9.6 Do you want to know which safeguard applies to a party? Email [email_privacy].

9.7 The basis that currently applies to each party is listed in Annex B of the data processing agreement (in Dutch). You can also request it at [email_privacy].

Article 10. Retention periods

10.1 We do not keep data longer than needed for the purpose for which we process it.

10.2 Sometimes the law requires us to keep data longer. In that case we do so, and we restrict access to it.

10.3 The table below lists the periods.

Data	Retention period
Account data	As long as the account exists. After deletion, erased within 30 days, and from backups within 90 days.
Invoices and payment data	7 years, because of the tax retention obligation (article 52 of the Dutch General State Taxes Act, AWR).
Chat messages	Until you delete them yourself, your account is deleted or the driving school cancels its subscription.
Data of a driving school after cancellation	Available for export for 30 days, then erased. From backups within 90 days. Except what the law requires to be kept longer.
Security log files	No more than 12 months.
Website server logs (IP address, time, page requested)	No more than 30 days. Purpose: security and preventing misuse.
Website contact form	12 months after the last contact.
Support requests	24 months.

10.4 For data for which the driving school is responsible, the driving school may have other arrangements with you within these limits.

Article 11. Security

11.1 We take appropriate technical and organisational measures to protect your data.

11.2 Connections between the app and our servers are encrypted with https (TLS).

11.3 We store passwords encrypted, as a hash. We cannot read your password.

11.4 Your session token is kept on your device in the secure storage of iOS or Android.

11.5 Access to data is restricted per role and per driving school.

11.6 If something does go wrong with your data, we act in line with the data breach rules of the GDPR. Where the driving school is the controller, we inform the driving school.

11.7 You can help too. Choose a strong password, do not share it and protect your device with a passcode.

11.8 Do you suspect misuse or a security problem? Email [email_privacy].

Article 12. Cookies, permissions and similar technologies

12.1 **Website.** The website only uses cookies that are strictly necessary for the site to work.

12.2 The website does not use analytics cookies, tracking cookies or advertising cookies.

12.3 Which cookies these are and how long they last is set out in the cookie policy (in Dutch).

12.4 **App.** The app contains no tracking. There is no analytics, no advertising ID and no advertising.

12.5 The app only asks for permission for features you use yourself.

12.6 **Camera and photos.** The app asks for access to your camera or photo library when you choose a profile photo. Without that access, the rest of the app works as normal.

12.7 **Push notifications.** The app asks whether you want to receive notifications. You are not required to allow this.

12.8 You can withdraw these permissions at any time in the settings of your device.

12.9 On an iPhone or iPad, go to Settings, choose NuLes and turn off Camera, Photos or Notifications.

12.10 On Android, go to Settings, then Apps, choose NuLes and change Permissions or Notifications. The names may differ slightly per device.

12.11 If you withdraw permission for notifications, you no longer receive push notifications. Messages and appointments remain visible in the app.

Article 13. No automated decision-making or profiling

13.1 We do not take decisions about you based solely on automated processing that have legal effects or similarly significant effects on you.

13.2 We do not create profiles of you for advertising or any other purpose.

13.3 The app does apply rules set by the driving school, for example when you may book a lesson yourself. The driving school sets those rules. For questions about them, contact your driving school.

Article 14. Your rights

14.1 **Access.** You may know which data we process about you and receive a copy of it.

14.2 **Rectification.** You may have incorrect data corrected or incomplete data completed. You can change much of your data yourself in your profile in the app.

14.3 **Erasure.** You may ask us to erase your data. You can also delete your account yourself. See article 15.

14.4 **Restriction.** You may ask us to temporarily restrict processing, for example while we assess a request for correction.

14.5 **Objection.** You may object to processing based on legitimate interest. We then stop, unless we have compelling grounds that override your interests.

14.6 **Portability.** You may receive data you provided yourself in a common, digital format, or have it sent to another party.

14.7 **Withdrawing consent.** Where we process your data based on consent, you may withdraw that consent at any time.

14.8 **How to exercise your rights.** Email your request to [email_privacy]. State what you want and, where relevant, which driving school you are with.

14.9 Does your request concern data for which your driving school is responsible? Then you can also submit it directly to your driving school.

14.10 If your request concerns data for which the driving school is responsible, we forward it to the driving school and help carry it out. We let you know that we have done so.

14.11 We may ask you to prove who you are. This prevents someone else from requesting your data. Do not send us a copy of your identity document unless we explicitly ask for it.

14.12 **Time limit.** We respond within one month of receiving your request.

14.13 If a request is complex or we receive many requests, we may extend that period by two months. We tell you so within the first month, with the reason.

14.14 Exercising your rights is free of charge.

14.15 Sometimes we cannot carry out a request, or not in full, for example because the law requires us to keep data. In that case we explain why.

Article 15. Deleting your account

15.1 You can delete your account yourself in the app. Go to Account, then Account settings, and choose Delete account.

15.2 You can also request deletion through the website, on the page Delete account.

15.3 On deletion we erase your account and the related personal data.

15.4 This includes your chat messages and your profile photo.

15.5 Data we are required by law to keep longer, such as invoices, is kept. We restrict access to it. We only use it to comply with the law.

15.6 Do you, as a student, still have unpaid invoices at the driving school? Your account is deleted all the same. The invoice data stays with the driving school for as long as the law requires.

15.7 Deleting your account does not cancel an unpaid invoice. You settle that with the driving school.

15.8 Deletion is completed within 30 days.

15.9 Your data is removed from backups within 90 days.

15.10 You receive a confirmation once your account has been deleted.

15.11 Deletion cannot be undone. If you want to use the app again later, you need a new account.

Article 16. Complaints to the Dutch Data Protection Authority

16.1 Are you not satisfied with how we handle your data? Please let us know first at [email_privacy]. We are glad to look for a solution together.

16.2 You always have the right to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens). This is the supervisory authority in the Netherlands.

16.3 You can do so through autoriteitpersoonsgegevens.nl.

16.4 Do you live or work in another EEA country? Then you can also lodge a complaint with the supervisory authority in that country.

Article 17. Do you have to provide data?

17.1 There is no legal obligation to provide data to NuLes.

17.2 Some data is needed to use the app. This is your name, your email address and a password or a sign-in through Google or Facebook.

17.3 If you do not provide that data, you cannot create an account or use the app.

17.4 Your driving school may need more data for the lessons, such as your date of birth and address. The driving school decides which data that is.

17.5 A CBR exam requires your CBR candidate number and your date of birth. Without that data, the driving school cannot arrange an exam for you through the app.

17.6 A profile photo, an *about me* text and push notifications are voluntary. You can use the app as normal without them.

17.7 If you use the contact form on the website, we need a way to reply to you, such as your email address.

Article 18. Changes to this policy

18.1 We may change this policy, for example when the app changes or when the law changes.

18.2 The version number and the date from which this version applies are shown at the top.

18.3 We tell you in advance about a significant change, in the app or by email.

18.4 Driving schools accept this policy, with its version number, when they activate their account.

18.5 The current version is always on this page.

18.6 This policy is a translation of the Dutch version. If the two differ, the Dutch version prevails.