

## Privacy Policy

### DMK IT Solutions LLC. Privacy Policy

DMK IT Solutions LLC. (“DMK”) understands that you care about how we collect, use, and share information when you interact with our websites, social media sites and handles, email, and online services (our “Services”), and we value the trust you place in us. This Privacy Policy (this “Policy”) explains:

- the types of information we collect through our Services.
- how we use and protect that information.
- the types of information we may share with others and under what circumstances.
- the choices you have regarding our collection, use, and sharing practices details regarding our use of third-party cookies and other tracking technologies.

This Policy applies when you interact with us through our Services. It also applies anywhere it is linked. It does not apply to the websites of our franchisees or non-DMK websites and mobile applications that may link to the Services or be linked to or from the Services; please review the privacy policies on those websites and applications directly to understand their privacy practices.

### Information We Collect

Information you give us.

Our Services may permit you to enter contact information and other information about you. We collect and store any information you enter on our Services. This includes:

- Contact and demographic information, such as your gender, ethnicity, date of birth, and if applicable, disability information, when completing forms or registering to use our Services.
- Course bookings you carry out through our site.
- Any information you enter within the courses that you take through our Services.
- Email address information when subscribing to our email newsletters or phone number if subscribing to our text alerts.
- Information you provide when you complete a survey administered by us or a service provider acting on our behalf.
- Information you may submit to inquire about or apply for a job with us.

- If you contact us, we may keep a record of that correspondence and any contact information provided.

When you engage in a transaction using a credit or debit card on our site, we use a payment processor to process your payment. DMK does not itself collect or store payment card information for transactions conducted through our site. We may, however, collect and temporarily store encrypted credit card data while orders are processed for in-person and over-the-phone transactions.

### Information We Collect From Other Sources

We may also receive information about you from other parties:

- Contact information and student transcript information about you from our franchisees.
- Information about your interests, activities, and employment history from social networks and other places where you choose to share information publicly.
- Information about your interaction with advertisements on our Services, or ads that we place on third-party websites, from online advertising companies.

### Information We Collect Automatically

When you interact with the Services, certain information about your use of our Services is collected automatically. This includes:

- Analytics about your interaction with our Services, including traffic data, location data, weblogs and other communication data, the resources that you access, and how you reached our Services.
- Details regarding the device you use to access our Services, including, but not limited to, your IP address, operating system, and browser type.
- Information about how you interact with our ads and newsletters, including whether you open or click links in any correspondence.
- Information that you make available to us on a social media platform (such as by clicking on a social media icon linked from our Services), including your account ID or username and other information included in your posts.

### Cookies and Other Tracking Technologies

We use cookies and other technologies to provide features on our Services. We also partner with other companies that use these technologies to collect information about your use of our Services and your interaction with advertisements served on our behalf.

The types of cookies and tracking technologies our partners use can be categorized as:

- **Analytics:** These technologies help us to understand how visitors interact with our Services by collecting and reporting information about how you and your device interact with the Services.
- **Personalized Advertising:** These technologies allow us to serve relevant advertising to you on other websites or apps.
- **Social Media:** These technologies allow us to provide a user experience that is integrated with various social media platforms.

### Combination of Information

We may combine information from the Services together and with other information we obtain from our business records.

### How We Use and Protect Your Information

We may use the information we collect from you for the following purposes:

- To provide you with our services, including to take steps to enter into a contract for sale or for services, process payments, fulfill orders, send service communications, and conduct general business operations such as accounting, recordkeeping, and audits.
- To give recommendations, to deliver personalized marketing and advertising to you about our products and services, and to provide you with a personalized service.
- To deliver tailored advertising on our Services based on your preferences or interests across services and devices and measure the effectiveness of ads.
- To provide you with the best service and improve and grow our business, including to understand how our Services are being used, understand our customer base and purchasing trends, understand the effectiveness of our marketing, and develop new products and services.

- To protect and secure our Services, assets, network, and business operations, and to detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal.
- To comply with legal processes, such as warrants, subpoenas, court orders, and lawful regulatory or law enforcement requests and to comply with legal requirements regarding the provision of products and services.

#### How We Secure the Information We Collect From or About You

We use a combination of physical, technical, and administrative safeguards to protect the information we collect through the Services. While we use these precautions to safeguard your information, we cannot guarantee the security of the networks, systems, servers, devices, and databases we operate or that are operated on our behalf.

#### How We Share Your Information

- **Service Providers:** We engage the following types of vendors to perform functions on our behalf, and they may receive information about you. These vendors are obligated by contract to use information that we share only for the purpose of providing these services. The business functions our vendors support include: billing and collection; auditing and accounting; professional services; analytics services; security; IT; and marketing emails.
- **Online Marketing Partners:** We partner with companies that assist us in advertising about our Services to others who may be interested in the Services. These companies may use tracking technologies on our website to collect or receive information from the Services and elsewhere on the internet and use that information to provide measurement services and target ads.
- **Learning Partnerships:** We are the authorized training partner for many industry recognized software and certification companies and organizations. We share data, such as student name, email address, and class enrollment history, on occasion with these companies or organizations, pursuant to our contracts with those entities.
- **Social Media Platforms:** If you interact with us through social media, your interaction with these programs typically allows the social media company to collect some information about you through digital cookies they place on your device and other tracking mechanisms they place on your device. In some cases, the social media company may recognize you through its digital cookies even when you do not interact with their application. Please visit the social media companies' respective privacy policies to better understand their data collection practices and the controls they make available to you.

- **Corporate Affiliates:** We share data with our group of companies, as well as our DMK franchisees to enable your enrollment in courses and other offerings by our franchisees.
- **Government Entities:** We may also share data where we believe in good faith that we are lawfully authorized or required to do so to respond to lawful subpoenas, warrants, court orders, or other regulatory or law enforcement requests, or where necessary to protect our property or rights or the safety of our employees, our Clients, or other individuals.
- **Potential Purchasers of Our Business:** We may change our ownership or corporate organization while providing the Services. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with, or during negotiations of, any merger, acquisition, sale of assets or any line of business, change in ownership control, or financing transaction. We cannot promise that an acquiring party or merged entity will have the same privacy practices or treat your information the same as described in this Policy.

We may share at our discretion data that has been aggregated (information that has been compiled into summaries) or de-identified (information that has been stripped of all unique identifiers such that it cannot be linked to a particular individual).

#### Cross-border Transfer of Data

If you use our Services outside of the United States, you understand that we may collect, process, and store your information in the United States and other countries. The laws in the United States regarding information may be different from the laws of your country. Any such transfers will comply with safeguards as required by relevant law. By using the Services, you consent to the collection, international transfer, storage, and processing of your data.

#### Your Options and Rights Regarding Your Information

**Your Account:** Please visit the “Log-In” page to view or update your information.

**Email Unsubscribe:** If at any time you would like to unsubscribe from receiving future emails, you can click the unsubscribe link at the bottom of any email newsletter, or

email us at [info@dmkitsolutions.com](mailto:info@dmkitsolutions.com) and we will promptly remove you from all correspondence.

**Ad Choices:** You can learn more about ad serving companies and the options available to limit their collection and use of your information by visiting the websites for the Network Advertising Initiative and the Digital Advertising Alliance. Similarly, you can learn about your options to opt out of mobile app tracking by certain advertising networks through your device settings and by resetting the advertiser ID on your Apple or Android device.

Please note that opting out of advertising networks services does not mean that you will not receive advertising while using our Services or on other websites, nor will it prevent the receipt of interest-based advertising from other companies that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms. If you delete your cookies, you may also delete your opt-out preferences.

Most web browsers automatically accept cookies but, if you prefer, you can usually modify your browser setting to disable or reject cookies. If you delete your cookies or if you set your browser to decline cookies, some features of the Services may not be available, work, or work as designed. You may also be able to opt out of or block tracking by interacting directly with the other companies who conduct tracking through our Services.

Your browser or device may include “Do Not Track” functionality. We do not honor Do Not Track signals at this time.

### Your California Privacy Rights

The California Consumer Privacy Act (“CCPA”) provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of “Personal Information,” as well as rights to know/access, delete, and limit sharing of personal information. You have the right to be free from discrimination based on your exercise of your CCPA rights.

To the extent that we collect personal information that is subject to the CCPA, that information, our practices, and your rights are described below.

#### Notice at Collection Regarding the Categories of Personal Information Collected

You have the right to receive notice of the categories of personal information we collect, and the purposes for we use personal information. You also have the right to know about the sources of the personal information and to whom it is disclosed or sold. The categories we use below to describe personal information are those enumerated in the CCPA.

Entities to whom we disclose information for business purposes are service providers, which are companies that we engage to conduct activities on our behalf. Service providers are restricted from using personal information for any purpose that is not related to our engagement.

Entities to whom we “sell” information are third parties. Under the CCPA, a business “sells” personal information when it discloses it to a company for monetary or other benefit. A company may be considered a third party either because the purpose for its sharing of personal information is not for an enumerated business purpose under California law, or because its contract does not restrict it from using personal information for other purposes.

We collect this personal information from the sources described in the Information We Collect section above for the purposes described in the How We Use Your Information section above.

<b>Information Type</b>	<b>Collected</b>	<b>Disclosed to?</b>	<b>Sold to?</b>
Payment Information	Payment card data Bank account information	Service Providers	Not sold

Commercial Information	Transaction information Billing and payment records Order history	Service Providers	Not Sold
Geolocation Information	Coarse information (e.g., ZIP code, IP address)	Service Providers	Not Sold
Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information	Call recording (e.g., customer service calls) Photographs Video recording (e.g., online courses)	Service Providers Franchisees	Not sold
Professional or Employment-Related Information	Current employer	Service Providers Marketing Partners	Not Sold
Education Information	Training experiences Certifications Education history Level of education	Service Providers	Not Sold
Inferences Drawn About You	Interests Preferences	Service Providers	Not Sold

We do not collect health information.

Personal information may be disclosed in additional, more limited circumstances, as described in How We Share Your Information above.



## Right to Opt Out of Sale of Personal Information to Third Parties

You have the right to opt out of any sale of your personal information by DMK to third parties. To exercise your right to opt out of the sale of your personal information, please visit our “Do Not Sell My Personal Information” webpage.

Please note that your right to opt out does not apply to our sharing of personal information with service providers.

## Right to Know and Request Access to and Deletion of Personal Information

You have the right to request access to personal information collected about you and information regarding the source of that personal information, the purposes for which we collect it, and the third parties and service providers with whom we share it. You also have the right to request in certain circumstances that we delete personal information that we have collected directly from you. We may have a reason under the law why we do not have to comply with your request, or why we may comply with it in a more limited way than you anticipated. If we do, we will explain that to you in our response.

## How to Submit an Access or Deletion Request

You may submit a request to exercise your rights to know/access or delete your personal information through the phone call

You may authorize another individual or a business registered with the California Secretary of State, called an authorized agent, to make requests on your behalf through these means.

## Verification Procedures

In order to process your request to know/ access or delete personal information we collect, disclose, or sell, we must verify your request. We verify your identity by asking you to provide personal identifiers we can match against information we may have collected from you previously and confirm your request using the email or telephone account stated in the request.

We will not use personal information we collect in connection with verifying or responding to your request for any purpose other than responding to your request.

### Notice Regarding Participation in Financial Incentives

DMK does not offer any rewards programs or incentives for the collection or sharing of data at this time.

### Special Information for Job Applicants

When you apply for a job with DMK, we collect certain information about you as aligned in this Policy. Information may be collected about you in multiple ways: you may provide it to us in connection with your application; we may make observations in the application process or collect information from public information sources; or you may authorize us to collect information from other sources, such as a former employer or reference.

The following table describes our practices with regard to information submitted in the job application process. If you use our website in the job application process, additional information may be automatically collected, as described above.

<b>Information Type</b>	<b>Collected</b>	<b>Disclosed to?</b>	<b>Sold to?</b>
Personal Identifiers	Contact information (name, phone number, address) Social media handles and account information Unique identifiers (such as those assigned in cookies)	Service Providers Marketing Partners	Not Sold

<b>Information Type</b>	<b>Collected</b>	<b>Disclosed to?</b>	<b>Sold to?</b>
Payment Information	Payment card data Bank account information	Service Providers	Not sold
Protected Classifications	Date of Birth Gender Ethnicity Disability information to facilitate training needs (e.g., services for hearing impaired)	Service Providers	Not Sold
Commercial Information	Transaction information Billing and payment records Order history	Service Providers	Not Sold
Geolocation Information	Coarse information (e.g., ZIP code, IP address)	Service Providers Marketing Partners	Not Sold
Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information	Call recording (e.g., customer service calls) Photographs Video recording (e.g., online courses)	Service Providers	Not sold
Professional or Employment-Related Information	Current employer	Service Providers Marketing Partners	Not Sold
Education Information	Training experiences Certifications Education history Level of education	Service Providers	Not Sold
Inferences Drawn About You	Interests Preferences	Service Providers	Not Sold

### **Special Information for Nevada Residents**

Residents of the State of Nevada have the right to opt out of the sale of certain pieces of their information to other companies who will sell or license their information to others. At this time, DMK does not engage in such sales. If you are a Nevada resident and would like more information about our data sharing practices, please email [info@dmkitsolutions.com](mailto:info@dmkitsolutions.com).

### **Changes to This Policy**

We may make changes to this Policy from time to time. We will post any changes here, and such changes will become effective when they are posted. Your continued use of our Services following the posting of any changes will mean you accept those changes.

For questions about our privacy practices, contact us.

## Terms of Use

PLEASE READ THIS TERMS OF USE (the "TOU" or "Agreement") CAREFULLY BEFORE USING THE DMK IT SOLUTIONS LLC'S WEBSITE (the "Site") OR ANY SERVICE PROVIDED THEREIN ("Service"). This TOU is between you ("You", "Your", and "Yours") and DMK IT SOLUTIONS LLC("DMK").

By using this Site or any Service of DMK, you signify your agreement to these terms of use. If you do not agree to these Terms of Use, do not use this Site or Service. DMK may modify these TOU at any time and such changes will be effective on the date that such modified TOU is posted on this Site. Use of the Site or Services after such changes have taken effect constitutes acceptance of all changes.

## Restrictions On Use of Materials and Intellectual Property Rights

This Site or Service and all of DMK's products, trade names, marks, and logos are protected by copyright, trademark, and other intellectual property laws, and all intellectual property rights therein belong to DMK and/or its affiliates and/or its suppliers (collectively, the DMK Intellectual Property). Any textual or graphic material you copy, print, or download from this Site or Service is licensed to you by DMK for your personal, non-commercial home use only, provided that you do not change or delete any copyright, trademark, or other proprietary notices. You may not sell, reproduce, distribute, modify, display, prepare derivative works based on, re-post, or otherwise use any of DMK Intellectual Property in any way.

Furthermore, you may not use DMK Intellectual Property on any other site or service, in a networked computer environment, or in any other medium for any purpose. DMK reserves the right to terminate your access to this Site and to use any of its intellectual property at any time.

## System and Network Security

Violations of system or network security of the Site or Service are prohibited, and may subject you to criminal and/or civil liability. DMK will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. You may not attempt to circumvent the authentication procedures or security of any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You may not interfere or attempt to interfere with service to any other user, host, system, or network on the Internet unless expressly permitted to do so. You may not share any passwords provided to you by DMK with any third-parties. If you would like DMK to make the Site available to third parties, please make such request by e-mail to [info@dmkitsolutions.com](mailto:info@dmkitsolutions.com) DMK IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY PASSWORD.

#### Disclaimers and Limitation of Liability

The materials in this Site or Service are provided 'as is' and without warranties of any kind either express or implied. Moreover, any portion of the materials available on this Site or Service may include inaccuracies or typographical errors. Changes may be made, from time to time and without notice, to the materials available on this Site or Service, the Site or Service itself, and to the products described on this Site or Service.

To the fullest extent permissible pursuant to applicable law, DMK disclaims all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, accuracy of data, non-infringement, security, or title. DMK does not warrant the accuracy, completeness or usefulness of any information contained on this Site or Service. DMK does not warrant that the functions contained in the materials available on this Site or Service will be uninterrupted or error-free, that defects will be corrected, or that the materials, this Site or Service or the server that makes them available are free of viruses or other harmful components. You (and not DMK) assume the entire cost of all necessary servicing, repair and correction.

Under no circumstances, including, but not limited to, negligence, shall DMK be liable for any special, incidental, indirect, or consequential damages that result from the use of, or the inability to use, Site or Service or any downloaded materials, even if DMK or its representative has been advised of the possibility of such damages. In no event shall DMK total liability to you from all damages, losses, and causes of action (whether in

contract, or otherwise) exceed the amount you paid to DMK, if any, for products purchased on this Site or Service.

### Links to Other Site or Services

DMK makes no representation whatsoever regarding the content of any other site or services, which you may access from this Site or Service. When you access a third party's site or service, please understand that it is independent from DMK and that DMK has no control over the content on that site or service. A link to a third party's site or service does not mean that DMK endorses or accepts any responsibility for the content or use of such site or service.

### Cancellation and Refund Policy

Because legal regulations vary from one governmental agency's jurisdiction to another, DMK policies on issues such as cancellations and refunds may vary from location to location. Please be certain that you ask for the written policies that are in force for the location with which you conduct business. 70 % deposit fee may be refunded before the program kicks off. 30% goes to administration and processing fees. Deposit fee will NOT be refunded after the start date. Tuition fee is not refundable one month after the program starts. We have a non-refundable tuition fee policy, meaning that once a student has paid the tuition fees, they are not eligible for a refund, regardless of whether they complete the program or not. We advise you to check with our offices to learn more about our tuition fees policy before signing up and/or enrolling to our program.

### General Provisions

This Site or Service is controlled and operated by DMK from its offices within the State of California, United States of America. DMK makes no representation that materials in the Site or Service are appropriate or available for use in other locations. Those who choose to access this Site or Service from other locations do so on their own initiative and are responsible for compliance with any applicable national, state or local laws.

This agreement and the use of this Site shall be governed by and construed in accordance with laws of the State of California, United States of America, without giving effect to any principles of conflicts of law. If any provision of this agreement is

held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any legal action or proceeding relating to your access to, or use of, the Site or Service or DMK Intellectual Property on or through this Site or any purchase of DMK products on or through this Site will be instituted in a state or federal court in Fresno County, California. You waive any right you may have to move or dismiss or transfer on the basis of personal jurisdiction or venue, or for convenience of any party or witness. This is the entire agreement between the parties relating to the subject matter hereof and you agree to indemnify DMK for any claims or damages resulting from your failure to abide by these terms and conditions.