

PRIVACY POLICY

DEVRY UNIVERSITY, INC. WEBSITES

This Privacy Policy may be updated periodically to reflect changes to our information practices. Any changes will be effective immediately upon the posting of the revised Privacy Policy on our website. When we make changes to this Privacy Policy, we will update the “Last Revised” date below. If the changes are significant, we will notify you by providing notice on this website prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Last Revised: December 20, 2019.

GENERAL

DeVry University, Inc., and its related companies or affiliates (“DVU” or “we”) respect the privacy of every individual who visits our websites or responds to our promotions. We intend to act reasonably to protect your privacy, but obviously cannot guaranty security against “hackers” or other issues beyond our control. To better protect your privacy we provide this Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used. This Privacy Policy applies to all information collected or submitted on DVU websites, unless otherwise posted.

INFORMATION COLLECTED FROM YOU

For purposes of the Privacy Policy, personal information refers to information that may be used to identify a specific individual. DVU does not collect any personal information from you unless you provide it voluntarily. If you do not want your personal information collected, do not submit it to us. The types of personal information we may collect include the following:

- First, middle and last name, previous names
- Street address, city, state, country, postal code
- Address type
- Email address
- Valid day or evening telephone number
- Cell phone number
- Social Security number
- IP address
- Credit card number
- Electronic signature
- Digital photographs
- Date of birth
- Confirmation of the age of majority
- Place of birth

- Gender
- Race
- Ethnicity
- Country of origin
- Native language
- Citizenship
- Tribal affiliation
- Military affiliation and status
- Employment status and history
- Certificate, licensure or other professional information
- Prior education history including prior schools attended, degrees, certificates and licenses earned as well as other academic and professional information
- Current degree program of interest
- Current modality of interest (e.g. online or on-ground)
- Information related to financial aid eligibility
- Learning, skill or career assessment and diagnostic data
- Career goals
- Video and / or audio media
- Other personal information after you become a DVU student such as campus attended, credits earned, course assignments, grades, academic performance indicators, and other educational information relating to your enrollment at DVU
- Financial status and other financial information related to your tuition account

COOKIES

DVU may collect other information from you that is not in conjunction with your name. Although most of this information is collected from you when you submit it voluntarily, some of it may be collected automatically by use of a “cookie.” Cookies are small text files that reside on your computer and identify you as a unique user. Cookies allow us to, among other things, measure activity on our website and to personalize your experience on our website. For instance, cookies may enable us to remember your viewing preferences without requiring you to re-type a user name and password. Cookies may also allow us to track your status or progress when ordering products from us. If you choose, you can set your browser to reject cookies or you can manually delete individual or all of the cookies on your computer by following your browser’s help file directions. However, if your browser is set to reject cookies or you manually delete cookies, you may have some trouble accessing and using some of the pages and features on our website.

HOW WE USE THE INFORMATION WE COLLECT

We use the information that we collect for one or more of the following business purposes:

- To determine your admissibility and to register you for your selected educational programs
- To determine your eligibility for internal and external financial aid and assistance
- To contact you regarding your status with DVU

- To provide requested products and services
- To respond to your inquiries and provide customer support
- To administer promotions in which you have indicated an interest
- For our internal marketing purposes, which include, but are not limited to, sending you material about products, services, updates, etc. that we think may be of interest to you
- For fostering communication and collaboration among members of DVU through social networks
- To analyze how our websites and services are being accessed and used
- For investigation of information security and information asset protection-related incidents
- To test, correct and improve our content, applications and services
- To develop new apps, products and services
- For online behavioral advertising purposes
- To improve student retention, website and service performance, user experience and delivery
- To prevent potentially illegal activities (including illegal downloading of copyrighted materials in accordance with our Terms of Service)
- To investigate suspicious information that denotes illegal activity such as financial aid fraud
- To analyze academic and learning outcomes and preferences
- For external academic research and scholarship
- To analyze risk and business results
- To obtain payment for services that we provide to you
- To provide you with information concerning arrangements and other options for the repayment of funds loaned to you for your education
- To maintain educational and business records for reasonable periods
- To enforce our Terms of Service
- To connect you with relevant career and other resources
- As otherwise permitted or required by law

SHARING INFORMATION THAT YOU PROVIDE WITH OTHERS

Generally we do not give or sell your information, including your personal information, with outside companies except in the following situations:

- *Blogs and Online Communities.* You may choose to submit information as part of a blog or online community offered by DVU. Any information you choose to post, including personal information, may be available generally to the public, or to other members of the blog or online community.
- *Social Media Features.* Our websites include links to social media sites. These links do not collect your IP address nor set cookies on your computer. The social media links are hosted directly on our website. When you click these links, your interactions with those third-party social media sites are governed by the privacy statement of the company(ies) providing them.
- *Feedback.* We may post your feedback concerning our website and/or products on our websites or on other social media sites. Such feedback may contain personal information such as your name, when you freely consent.

- *Subcontractors.* We may share your information with subcontractors that provide us with services. These services may include, among other things, helping to provide services that you request, helping to create or maintain our databases, helping to research and analyze the people who request services or information from us, helping to provide marketing or solicitation materials for our products or services, and/or helping to process payment card information.
- *Law Enforcement.* We may report to law enforcement agencies any activities that we reasonably believe to be unlawful, or that we reasonably believe may aid a law enforcement investigation into unlawful activity. In addition, we reserve the right to release your information to law enforcement agencies if we determine, in our sole judgment, that either you have violated our policies, or the release of your information may protect the rights, property or safety of you or another person.
- *Permitted by Law.* We may share your information with others as required by, or permitted by, law. This may include sharing your information with governmental entities, or third parties in response to subpoenas, court orders, other legal process, or as we believe is necessary to exercise our legal rights, to defend against legal claims that have been brought against us, or to defend against possible legal claims that we determine in our sole discretion might be brought against us.
- *Transfers.* In the event that DVU, or substantially all of DVU's assets, are acquired, your Information will be transferred to the acquiring entity. In such a situation, you will be provided with notice that a transfer of your information is imminent, and you will be given an opportunity to opt-out of the transfer of your information.

DO NOT TRACK SIGNALS

Some web browsers and devices permit you to broadcast a preference that you not be “tracked” online. At this time we do not modify your experience based upon whether such a signal is broadcast.

BEHAVIORAL ADVERTISERS

We may participate in behavioral-based advertising. This means that a third party may use technology, such as a cookie on your browser or a web beacon, to identify you on our website so that they can provide advertising about products and services tailored to your interest. That advertising may appear either on our website, or on other websites. If you would like to opt-out of third-party behavioral advertising that collects information on your use of this website, you can do so by visiting the *Network Advertising Initiative* and the *Digital Advertising Alliance*.

CHILDREN (UNDER AGE 17)

All persons age 17 or under must ask for and receive their parents' or guardian's permission before sending any information about themselves to us or to anyone online or over the Internet. Parents or guardians of persons under age 17 must send us an email indicating their approval of the child's participation in any of the services/resources that require collection of personal information on our websites.

PARENTS/GUARDIANS

Any information collected by DeVry from children is used only for the sole purpose of delivering the requested service/materials. If you have a question, or would like to review or delete your child's personally identifiable information, contact us via one of the methods listed at the bottom of this Privacy Policy.

THIRD-PARTY WEBSITES

Links to third-party websites on DeVry sites are provided solely as a convenience to you. If you use these links, you will leave the DeVry site. DeVry does not review all third-party sites, nor does it control or assume responsibility for the content or privacy policies of any of these sites. Thus, DeVry does not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access a third-party site linked to a DeVry website, you do so at your own risk.

HOW CAN YOU CORRECT YOUR INFORMATION?

If you have any questions regarding this Privacy Policy or would like to have your personally identifiable information modified or deleted from our records, please email us or call our toll-free number.

HOW TO CONTACT US, AND HOW WE MAY CONTACT YOU

Should you have other questions or concerns about this Privacy Policy, contact us at:

DeVry University - Legal Department
1200 East Diehl Road
Naperville, IL 60563
1-866-338-7934

For students outside the US or Canada,
contact our International office:
1-602-216-7700

If we are required to provide you with notice of a particular event or incident, we will send you that notice by email, telephone, or mail.

NOTICE FOR CALIFORNIA RESIDENTS

This notice supplements the information contained in our Privacy Policy and applies solely to visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Sales of Personal Information

We do not "sell" personal information as currently defined under the CCPA, meaning that we also do not rent, release, disclose, disseminate, make available, transfer, or otherwise communicate that personal information to a third party for monetary or other valuable consideration.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at: 1-800-247-0025
- Email us at: CARequests@devry.edu

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.