

Data Processing Agreement (Public Baseline)

Effective Date: 10/1/2025

Applies to: All users of Instrux Music unless superseded by a separately executed Data Processing Agreement.

1. Purpose

This Data Processing Agreement (“DPA”) forms part of the Instrux Music Terms of Service and Privacy Policy. Its purpose is to outline how Rivo, Inc. d/b/a Instrux Music (“Instrux Music,” “we,” “us,” or “our”) collects, processes, and protects personal data — including educational records — in compliance with applicable laws, including the **Family Educational Rights and Privacy Act (FERPA)** and the **Children’s Online Privacy Protection Act (COPPA)**.

If you are a school, district, or organization subject to FERPA, this DPA establishes our role as a “school official” with legitimate educational interest, solely for the purpose of providing our services.

2. Roles of the Parties

- **Data Controller:** The school, organization, instructor, or parent/guardian who determines the purposes and means of processing student data.
- **Data Processor:** Instrux Music processes data only on behalf of, and in accordance with, the instructions of the Data Controller.
- Instrux Music does not own, sell, or use educational data for advertising or AI model training.

3. Categories of Data Processed

We may process the following categories of data when delivering services:

- **Account & Profile Data:** Name, email address, age, skill level, profile image.
- **Lesson & Platform Activity:** Attendance logs, chat messages, shared files, performance logs.
- **Recordings:** Audio/video of lessons, if enabled by the Data Controller.
- **Device & Usage Information:** Browser, device type, IP address (for city/country geolocation), and connection data.
- **Instructor Feedback:** Notes, assignments, skill assessments.

4. Lawful Basis for Processing

We process personal data only:

- With verified parental consent for students under 13 (per COPPA), or
- Under FERPA's "school official" exception when engaged by an educational agency, or
- As otherwise required or permitted by applicable law.

5. Data Use Restrictions

Instrux Music will only process personal data for:

- Providing and improving the platform,
- Supporting instruction and user experience,
- Ensuring safety, compliance, and system integrity.

We do not use student data for:

- Behavioral or targeted advertising,
- Building personal profiles for commercial purposes,
- Selling or sharing with unrelated third parties.

6. Data Retention & Deletion

- Retention periods for lesson recordings depend on the subscription tier (see Terms of Service, Section [#]).
- Schools, districts, and organizations with custom enterprise agreements may have extended retention periods while the account remains active.
- Upon permanent account deactivation, all data will be deleted within **30 days**, unless otherwise required by law.
- Data Controllers are responsible for downloading and storing any data they are legally required to retain before deletion.

7. Subprocessors

Instrux Music may engage trusted third-party service providers ("Subprocessors") for hosting, storage, analytics, and support. All Subprocessors are contractually bound to meet or exceed the security and privacy standards in this DPA.

8. Security Measures

We maintain administrative, technical, and physical safeguards designed to:

- Protect against unauthorized access, use, or disclosure,
- Encrypt data in transit and at rest where applicable,
- Regularly monitor systems for vulnerabilities and apply security updates,
- Restrict access to personal data to authorized personnel only.

9. Rights of Data Subjects

Instructors, schools, parents/guardians, and eligible students may:

- Request access to personal data,
- Request corrections,
- Request deletion (subject to legal and contractual requirements).

Requests may be sent to privacy@instruxmusic.com.

10. FERPA-Specific Commitments

When acting as a school official under FERPA, Instrux Music will:

- Use educational records only for authorized educational purposes,
- Not disclose personally identifiable information from student records without consent or legal authority,
- Comply with applicable state and federal recordkeeping requirements.

11. COPPA-Specific Commitments

When processing data of children under 13, Instrux Music will:

- Obtain verified parental consent directly or via the Data Controller before collection,
- Provide parents/guardians with access to review or delete their child's information,
- Limit collection to what is reasonably necessary to participate in lessons.

12. Incident Response & Breach Notification

In the event of a confirmed security breach affecting personal data:

- Instrux Music will notify the Data Controller without undue delay,
- Provide details of the breach, affected data, and mitigation steps,
- Cooperate fully with lawful investigations.

13. Modifications

Instrux Music may update this DPA from time to time to reflect legal, operational, or security changes. Updates will be posted on our website and communicated via email or platform notifications where required by law. Continued use of the platform after updates take effect constitutes acceptance.

14. Priority of Agreements

If a separately executed DPA exists between Instrux Music and the Data Controller, that signed agreement will take precedence over this public DPA.