**PRIVACY POLICY**

Welcome to Credence Digital Learning!

1. **INTRODUCTION**

We, at Credence Digital Learning Pvt. Ltd. (“**Institute**” or “**we**” or “**us**” or “**our**”) are delighted that you have chosen us to help with your on-line educational or training needs. The Copyright Policy, Terms and Conditions, Privacy Policy and Refund Policy uploaded on the website [insert website address] are to be read in conjunction with one another. This privacy policy has been drafted in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPDI Rules**”) and other applicable laws that require publishing of the privacy policy for collection, usage, storage, disclosure and transfer of sensitive personal data or information. This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from [insert website address].

In the course of using the Platform or availing the services vide the online / offline application forms and questionnaires, the Institute may become privy to the personal information of its Users, including information that is of a confidential nature. We are strongly committed to protecting the privacy of our Users and have taken all necessary and reasonable measures to protect the confidentiality of User information. We shall not be held liable for disclosure of the confidential information if such disclosure is in accordance with this Policy or in accordance with the terms of any agreements entered into with the Users.

This Privacy Policy applies to our Website and governs data collection and usage. It is based on the following pillars:

* Institute takes the protection of User’s privacy and confidentiality seriously. We understand that all Users are entitled to know that their personal data will not be used for any purpose unintended by them and will not accidentally fall into the hands of a third party.
* Institute undertakes to preserve the confidentiality in accordance with this policy and hopes that the Users shall also reciprocate.
* The Institute complies with the applicable law and the law requires us to tell Users about their rights and our obligations in regards to the processing and control of personal data.

By accessing or using our services, User unconditionally accepts and agrees without limitation or qualification to the terms and conditions of this Policy including the collection, storage, use and retention of data. User may withdraw its consent at any time by instructing us at [support@credenceapp.in]. However, if User does so, User may not be able to use the Website or Services further.

1. **DEFINITIONS**

* **“Institute”** or **“us”** or **“we”** or **“our”** shall mean and refer to the Credence Digital Learning Pvt. Ltd. and its affiliates, officers, employees, agents, partners and licensors.
* **“User”, “You/you”, “Your/your”** means any person, user, whether registered or not, viewer, student or customer who views, browses, accesses or uses our Website;
* **“Use”** or **“Using”** means to browse, access, view, copy, availing Services or other benefit from using the Website;
* **“Services”** means the service of access to Institute’s online technology platform for any purpose or for the purchase of any educational course listed on the Website and the resultant rights and obligations resulting from such purchase;
* **“Website”** means and includes [support@credenceapp.in], Institute mobile application accessed through or downloaded from the app store – whether or not Android or IOS, which might be used or accessed at any other platform where the Website can be accessed from.

1. **COLLECTION OF YOUR PERSONAL INFORMATION**

We may collect personally identifiable information when a User purchases any of our course on the Website. We collect data, including your personal information, so that we can provide Services to a User. We only collect as much personal information as needed to serve a User better.

* **Information Collected:** We may collect, use and share non-personal information or anonymised data such as statistical or demographic data. Requests by a User’s web browser to our servers for web pages and other content on the Website are recorded.
* Information about your computer hardware and software may be automatically collected by the Institute. This may include your IP address, browser type, domain names, access times and referring website addresses. This information is used to provide efficient Services to the User and to provide general statistics regarding use of the Website.
* The Website records information such as User’s geographical location, Internet service provider, software being used by a User to browse the Website, type of device and screen resolution.
* We use the information collected in aggregate to assess the popularity of the webpages on the Website and our performance in delivering relevant content to the User. We use automated devices and applications to evaluate usage of the Website and our Services to the extent permitted by law. We also may use other analytic means and third-party analytics to evaluate and improve our Services. These entities may use tracking technologies to perform their respective services.
* **Signatures**: We may require a User to provide a virtual signature on application forms. We will use this signature only for the limited purpose of completing the application process and it will not be used for any transactions other than for application process. This signature provided by the User will not be shared with any third parties.
* **Additional personal information**: We may also ask for additional personal information from time to time to meet new regulatory requirements or to provide you with other benefits of our services. As always, the information that we seek will only be for the purpose stated. We use this information to contact you and undertake activities that you have specifically authorised us to do.
* **Payment Gateways**: As the Institute has tie-up(s) with external payment gateways, for Electronic Payment Gateway facility, internet banking facility shall be offered for transaction on the Website, through a third party net banking service provider registered with the Reserve Bank of India. The Institute shall not collect your credit card number, CVV number, and expiration date, for any transactions on the Website. Any information provided during the use of any debit card, credit card, e-wallet or any other mode of payment are not collected and stored by the Institute.
* **Refusal to provide relevant information**: You have right(s) not to provide any personal information on the Website or any third-party website(s). It is not mandatory to provide your personal information, however, we will be able to provide you the Services only when you disclose certain personal information, as requested in the process. If you intend to use the Services, it is solely at your own volition, risk and after reading and confirming this Policy in conjunction with other policies as provided on the Website.
* **Verification**: When the Institute receives any request to access, edit or delete personal identifiable information, the Institute, with a view to safeguard the User’s information, takes reasonable steps to verify the User’s identity before granting them access or otherwise taking any action.

1. **USE OF PERSONAL INFORMATION**

* Institute processes information, including personal information, given by a User to effectively provide our Services to them. The Institute may use it to (i) verify User’s identity for security purposes; (ii) provide User with Services; and (iii) provide User with suggestions on Services and use of the Website.
* **Use of aggregate statistics**: Institute may also aggregate this information in a general way and use it to provide class information, for example, to monitor the Institute’s performance with respect to a particular Service. If the Institute uses information for this purpose, User as an individual will not be personally identifiable. Institute can process this information until the contract between the User and the Institute ends or is terminated by either party under the terms of the contract. Under no circumstances, Institute will sell, distribute, trade, lease or rent the personal information of its Users to anyone, for any reason(s). We may provide aggregate statistics about our customers, sales, traffic patterns, and related Website information to reputable third-party vendors, but these statistics will, in no way, include any personally identifying information of our users.
* Institute does not use the User’s information in any way to identify the User personally except where the User has consented for a specific purpose. However, Institute may aggregate it in a general way and use it to provide class information, for example, to monitor the Institute’s performance of a particular page on the Website.
* **Access to personal information within the Institute**: Institute uses the information which is received from Users to provide the Services and to enhance the overall experience of its users. Access to the Login Credentials, Registration Information, and any other personal information as provided by the Users is restricted and used in accordance with specific internal procedures in order to operate, develop or improve our Services.
* **Employees of the Institute**: All employees of the Institute have been selected in accordance with our strict security policies and practices and are bound by confidentiality obligations. Institute’s employees are subject to stern disciplinary action, including termination, civil liability, and criminal prosecution, if they fail to meet any of these obligations, as stated.
* **Sharing information with associated third parties**: Institute may also use third party vendors or service providers to help us provide services to you, such as couriering documents or other material to you on our behalf or operating the payment gateway functionality of the website etc. Institute may share data with such trusted partners to help perform statistical analysis, send emails or postal mails, provide customer support or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the Institute. Such third parties are required to maintain the confidentiality of the information we provide to them under contract and under law.
* **Compliance with legal process or contracts:** Institute may share personal information, without obtaining prior consent from the User, with government agencies mandated under law to obtain information including sensitive personal data or personal information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences, or to protect the interests of Institute and / or any particular user(s). You authorize us to disclose your personal information in such cases. Notwithstanding anything contained in this Policy, any sensitive personal data or personal information shall be disclosed to any third party by an order under the law for the time being in force.
* Institute may transfer personal information, to any other body corporate or a person, provided that such transfer is necessary for the performance of a lawful contract between Institute and the User or where the User has consented to such transfer. Further, Institute shall ensure that such body corporate or person agrees to adhere to the same of level protection as is mandated by the SPDI Rules.

1. **COOKIES POLICY**

* **Use of Cookies:** Similar to other websites, Website utilizes a standard technology called ‘cookies’ wherein server logs to collect information about how the Website is used. Information gathered through cookies and server logs may include the date and time of visits, the pages viewed, time spent at our site, and the websites visited just nbefore and just after our own, as well as User’s IP address.
* **What are Cookies**: “Cookies” are small files or small pieces of information that are stored by your browser on your computer’s hard drive for record keeping purposes. Our web browsers automatically accept cookies, but you can usually change your browser to prevent that. Even without a cookie, you can still use most of the features at our Website. Cookies allow web and mobile applications to respond to you as an individual. The Cookie itself does not contain Personal Information although it will enable the Website to relate your use of the Website to information that you have specifically and knowingly provided to the Website. The Cookies enable us to remember your choices and some data field contents which you would be required to fill-in. This may reduce your time to fill in information which is routine or repetitive in nature. Hence, cookies make using the Website easier by, among other things, saving the User’s passwords and preferences. These cookies are restricted for use only on the Website and do not transfer any personal information to any other party.
* **Website uses Cookies**: The Website uses cookies. They are placed by software that operates on our servers, and by software operated by third parties whose services we use. We use cookies to (i) track how a User is using the Website; (ii) record whether a User has seen specific messages display on the Website; (iii) keep User signed in the Website; (iv) record User’s answers to surveys and questionnaires on the Website while the User completes it; and (v) record conversation thread during a live chat with the Institute’s support team.
* You can choose to accept or decline cookies. Most web and mobile browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. When a User visits the Website, they are asked if they allow use of cookies. If a User chooses not to accept them, the Institute shall not use them for the User’s visit except to record that the User has not consented to their use for any other purpose. However, this may prevent you from taking full advantage and functionality of the Website.
* **Remarketing:** Remarketing involves placing a cookie in the User’s computer when the User browses the Website in order to be able to serve to the User an advert for the Services when the User visits some other website. Institute may use third party for remarketing services. If so, then if the User has consented to the Institute’s use of cookies, the User may see advertisements for the Institute’s Services on other websites.

1. **LINKS TO THIRD PARTY SITES**

* We may provide links of other websites of interest on the Website, without any accuracy, completeness, or usefulness of any content, warranty, merchantability, endorsement, suitability, any assurance of quality, authenticity, and appropriateness to view such websites and responsibility, liability, obligations on part of the Website. This Policy does not apply when you access such sites or links.
* These third-party websites may use technology to send the advertisements that appear on the Website directly to User. Institute does not have access to or control over the cookies or other features that such third party websites may use, and the information practices of these third-party websites are not covered by this Policy. Therefore, Institute cannot be held responsible for the protection and privacy of any information which User provides whilst visiting such websites of interest. Users shall contact them directly for more information about their privacy practices.
* Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or any other Users are those of the respective author(s) or distributors and not of the Institute.

1. **PROTECTION OF INFORMATION AND RETENTION OF PERSONAL DATA**

* The Website uses Secure Sockets Layer (SSL) certificates to verify the Institute’s and the User’s browser. The SSL encrypts all information input by the User before it is sent to the Institute. Whenever information is transferred between the User and the Institute, the User can check that it is done so using SSL by looking for a closed padlock symbol or other trust mark in the User’s browser’s URL bar or toolbar.
* Institute also needs to make you aware that although we provide appropriate firewalls and protections, our systems are not hack proof. Data pilferage due to unauthorized hacking, virus attacks, technical issues is possible and Institute takes no liabilities or responsibilities for it.
* User agrees that, all intellectual property including but not limited to copyright, trade mark, any personal information, content, photographs, images, experience sharing, feedback, opinions that is voluntarily shared by the User with the Institute or uploaded on the Website do not infringe any rights of third parties in any manner and the User gives the Institute unrestricted, perpetual right of use of such intellectual property for any purpose whatsoever.
* Institute retains personal information only for as long as is necessary for the purposes set out in this Policy. Institute will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes and enforce our policies. Except as otherwise mentioned in this policy, Institute keeps your personal information only for the period required to (i) provide User with Services requested; (ii) comply with laws including taxation laws; and (iii) support a claim or defence in court.

1. **COMPLIANCE WITH GENERAL DATA PROTECTION REGULATION**

Institute’s legal basis for collecting and using the personal information described in this Policy depends on the personal information collected and the specific context in which it is collected. If a User who is a resident of the European Economic Area, User may hold certain special data protection rights due to General Data Protection Regulation. If such User wishes to be informed as to what personal information the Institute has about them and wishes for it to be removed from the Institute’s systems, they may contact us. In certain circumstances, Users from European Economic Area have the following data protection rights:

* **Right to access:** User may at any time request to access their personal information. Upon request, Institute will provide a copy of the User’s personal data in a commonly used electronic form.
* **Right to Rectification:** Users are entitled to obtain rectification of inaccurate personal data and to have incomplete personal data completed.
* **Right to Delete data:** Under certain circumstances (including processing on the basis of User’s consent), User may request the Institute us to delete their data. Please note that this right is not unconditional. Therefore, the Institute is not bound to always adhere and follow such requests.
* **Right to object**: Users may object to certain processing activities conducted by the Institute in relation their data. This right is also applicable to processing personal data for direct marketing purposes.
* **Right to data portability**: Users are entitled to receive your personal data (or have your personal data directly transmitted to another data controller) in a structured, commonly used and machine-readable format.

1. **OPT-OUT AND UNSUBSCRIBE**

Any User may opt-out, at any time, from receiving communications from the Institute. Users who no longer wish to receive our newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in any e-mail sent by the Institute. Users may also opt-out of same by contacting us at our web page [credenceapp.in] or email at [credenceapp.in].

1. **INTELLECTUAL PROPERTY RIGHTS**

All copyrights, trademarks, patents and other intellectual property rights in and on the Website and all content and software located on the Website shall remain the sole property of the Institute or its licensors. The use, in any manner, of Institute’s trademarks, content and intellectual property is forbidden without the express written consent of the Institute. Please refer to our Copyright Policy for more details.

1. **CHANGES TO PRIVACY POLICY**

**‍**Institute has and continues to have the right to modify, change or update this Privacy policy by putting up the amended policy on the Website. Such changes shall be effective immediately upon posting on the Website. You are advised to keep a regular check and update yourself on the policy updates on the Website. The terms that apply to a User are those posted here on our Website on the day you use our Website. We advise you to print a copy for your records. If you have any question regarding our privacy policy or for your valuable feedback and suggestions regarding the same, please contact us at [credenceapp.in].

# LEGAL OBLIGATION

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 and Rule 4 of the SPDI Rules that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Website. In accordance with Rule 4 of the SPDI Rules, Institute is obliged to provide every registered user of the Website with a readable copy of the information that it keeps about them upon written request by the User. If the User would like to have a copy of the same, user can reach out to us at [credenceapp.in]. As an added security measure, we may require additional proof of identity prior to such disclosure.