

PRIVACY POLICY and TERMS OF USE

Privacy Policy

This privacy policy describes, how we at Ignited Intellectual Private Limited (*operating under the brand name of Ignited Learning*) collect and use information through our website: www.ignitedlearning.in

If you have any questions about this statement or your personal information, please contact us at contact@ignitedlearning.in. Ignited Learning is the sole owner of the information collected on this and any other sites that may be maintained and owned by Ignited Learning. We at Ignited Learning believe in keeping our users' personal data private and confidential. In compliance with the law and to honour the trust of our users, Ignited Learning adheres to the ethical standard in gathering, using and safeguarding the information provided by patrons and will not share information with any unaffiliated third parties for marketing purposes unless you expressly ask us to.

Please read this privacy policy (*'Policy'*) carefully before using the Website, Application, our services and products, along with the Terms of Use (*'ToU'*) provided on the Website. Your use of the Website or services in connection with the Application, Website or products (*'Services'*), or registrations with us through any modes or usage of any products including through SD cards, tablets or other storage/transmitting device shall signify your acceptance of this Policy and your agreement to be legally bound by the same. If you do not agree with the terms of this Policy, kindly do not use the Application, Website, our products or avail any of our Services.

PERSONAL INFORMATION SHARED BY YOU

Once you use the Application/Website/Services/Products of Ignited Learning, you may be asked to provide us with certain information. This may generally be (a) your name, age, email address, location, phone number, password and educational interests; (b) transaction-related information, such as when you make purchases, respond to any offers; (c) information you provide us when you contact us for help; (d) information you enter into our system when using the Services/products, such as while asking doubts, participating in discussions and taking tests. All of the aforementioned information may be collected from the users and shall be

categorized as “Personal Information”. Personal Information (as defined under this Information Technology (*Reasonable security practices and procedures and sensitive personal data or information*) Rules, 2011 (the “Data Protection Rules”)) shall be referred to as ‘Information’/‘Personal Information’ in this Policy. Such Personal Information may be used to contact you from time to time in order to provide you with our Services, important information, required notices and marketing promotions to the best of our abilities in a way that benefits you. Please note that all users that possess the log in/access credentials for your dashboard will not be differentiated between and will be treated as if it were you accessing your dashboard. In lieu of this, please be careful of who you share your log in credentials with, in order to avoid any intruder from accessing your dashboard on our Website/Application.

You will be provided with the option of not giving out your Personal Information at all times. However, in order to make the best use of the Application/Website/Services/products and enable our system to accurately provide the services sought by you on the Application /Website/Services/products, we request you to provide us with the relevant Personal Information. Further, you shall, at any time while using the Services/products, also have an option to withdraw your consent given earlier to us to use such Personal Information or Sensitive Personal Information. Such withdrawal of the consent is required to be sent in writing to us at the contact details provided in this Policy below. In such event, however, the Company fully reserves the right not to allow further usage of the Application or provide any Services/products thereunder to you.

INFORMATION COLLECTED AUTOMATICALLY

In order to provide you with our Services in the best possible manner, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Services/products. We also use third party companies to carry out certain tasks including but not limited to processing payment for the goods and services. These companies do not retain, share, store or use personally identifiable information for any other purpose.

USING YOUR PERSONAL INFORMATION

The Personal Information provided by you is used for the following purposes:

- Analyse trends and conduct research
- For the seamless functioning of the Application/Services and products
- To understand each user's learning patterns and movements around the Application/Services and products
- To gather demographic information and usage behaviour about our user base as a whole.

Your Personal Information will be shared with third parties only in accordance to the terms of this Privacy Policy. We may use the individual data and behaviour patterns combined with personal information to provide you with the most suitable and top quality educational content in order to deliver maximum learning outcomes. While the third parties providing certain services associated with our platform have the right to analyse such data and information provided to them by us to personalize, drive insights and help us better your experience or reach out to you with more value added applications, products, information and services; these third party companies do not have any independent right to share this information. The Personal Information provided by you on our Application/Website will not be sold, traded or shared with any irrelevant third party unless, we have been expressly authorized by you either in writing or electronically to do so.

Ignited Learning will occasionally send email notices, messages or contact you to communicate about our Services, products and benefits, as they are considered an essential part of the Services/products you have chosen. We may disclose Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- to enforce applicable ToU, including investigation of potential violations thereof;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this Policy;

- to protect against imminent harm to the rights, property or safety of the Application/Website/ Ignited Intellectual Private Limited or its users or the public as required or permitted by law;
- with third party service providers in order to personalize the Application/Website/Services/products for a better user experience and to perform behavioural analysis;
- Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with the consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with us.

ACCESS TO YOUR PERSONAL INFORMATION

We will provide you with the means to ensure that your Personal Information is correct and current. If you have filled out a user profile, we will provide an obvious way for you to access and change your profile from our Services/Website/products. Reasonable security measures as per industry standards will be adopted to protect your password from being exposed or disclosed to anyone.

COOKIES AND WEB BEACONS

Like any other website, Ignited Learning uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Some of our features and services may not function properly if your cookies are disabled.

LINKS

Our Application/Website may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Application/Website, any information you provide to these third

parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Application/Website. In lieu of this, you are requested to exercise caution and look at the privacy statement applicable to the website in question.

EMAILERS AND CALLS

We may alert you by email or phone (through SMS/call) to inform you about new service offerings of the Company and its subsidiaries/affiliates or other information which we feel might be useful for you, through the Company or its subsidiaries/affiliates. You can manage the frequency of these communications and/or opt out of receiving them by changing the settings from your dashboard and/or by clicking the “Unsubscribe” link at the bottom of each email communication.

Please note that even if you unsubscribe or opt-out, we may still have your personal information as mentioned above and may send you Site and Service related information (emails related to your account and the application) to ensure a seamless experience for you on Ignited Learning.

ONLINE FORUMS

When you use certain features on our website like the discussion forums and you post or share your personal information such as comments, messages, files, photos, will be available to all users, and will be in the public domain. All such sharing of information is done at your own risk. Please keep in mind that if you disclose personal information in your profile or when posting on our forums this information may become publicly available.

In lieu of this, you must keep in mind that messages sent to other users via these forums can be subject to being shared with third parties, thus users are advised to be cautious of the information they share with other users via private messaging.

MORE INFORMATION ON SERVICE PROVIDERS

Third-party service providers are used for the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analysing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

SECURITY

We value your trust in providing us your Personal Information. We use administrative, technical, and physical security measures to help protect your personal information. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

CONTROLLING YOUR INFORMATION

You can request, review or change authorisation to use and disclose any information that you provide in accordance with the Privacy Policy. You may also send us an email at contact@ignitedlearning.in to request access to, correct or delete any personal information that you have provided to us. We may not be able to delete your personal information except by also deleting your user account. We also may not accommodate a request to change information if we believe the change would violate any law or legal requirement, or cause the information to be incorrect.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements. When we receive a termination or deletion request,

all data that is deemed non-critical to the cases outlined above, will be retained for at most 180 days in which period we will ensure complete deletion of such data from all databases and backups.

INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011

Under Section 5(6) of the *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011* (the “Rules”); you have a right to ask us to review, correct or amend the information collected by the Application/Website about your Personal Information at any given point. Under Section 5(7) of the Rules, you also have the right to revoke your consent to the collection of any information from the time of revocation. Users must note that revoking their consent may negatively affect their experience on the Application/Website.

Additionally, users have the right to remove or delete content from their account/profile at any given point. Users may also correct, amend, add or delete personal information from their account/profile; however the history of any such information or activities will remain available to Ignited Learning.

As mentioned above in this Privacy Policy, users may unsubscribe from unwanted email communications by following the instructions on the app. Users can also refrain Ignited Learning from processing their personal data for any or all marketing purposes. All of the above rights can be exercised by reaching out to the Ignited Learning team at contact@ignitedlearning.in. We request users to be patient with the Ignited Learning team in processing such requests and allow them a reasonable period of 30 (*thirty*) days to comply with any such request.

NOTICE TO USERS FROM THE EUROPEAN ECONOMIC AREA AND UNITED STATES OF AMERICA

If you are using the services of Ignited Learning or visiting the Ignited Learning application or website from the European Economic Area ('*EEA*') or California, USA; please be aware that you are sending information (*including personal data*) to India where our partner platforms and Ignited Learning's servers are located. Our partners operating outside the EEA/California may process this information. The information may also be transferred within India or out of India to other countries outside your country of residence, depending on the type of information and how we store it. These countries (*including India*) may not necessarily have data protection laws as comprehensive or protective as those in your country of residence (*GDPR and California Consumer Privacy Act respectively*). However, our collection, storage and use of your personal information will at all times continue to be governed by this Privacy Policy.

BY SUPPLYING YOUR PERSONAL INFORMATION TO IGNITED LEARNING, YOU EXPRESSLY AGREE TO THE TRANSFER OF YOUR PERSONAL INFORMATION OUT OF THE EEA/USA, AND TO THE PROCESSING OF YOUR INFORMATION IN INDIA SUBJECT TO THIS PRIVACY POLICY.

If you have any queries regarding the personal information processed by Ignited Learning, please reach out to us at contact@ignitedlearning.in and we will be happy to help you with any questions.

CHANGES TO THIS PRIVACY POLICY

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

CONTACT US

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at contact@ignitedlearning.in.

TERMS OF USE (TOU)

Welcome to Ignited Learning's terms and conditions. These Terms and Conditions (*"Terms of Use"*) are between Ignited Learning (*referred to hereinafter as "Company", "We", "Our", or "Us"*) and You (*referred to hereinafter as "the User(s)", "You", or "Your"*). 'You' refers to a user, a person surfing through our Website/Application or a paying customer. If you are a company or another person who gives access to company products, you agree to take responsibility in full in case of damages or indemnification that could properly lie against the customer.

By accessing our Website www.ignitedlearning.in and its related subdomains, sites and tools (*"Website"*) and/or our Application Ignited Learning (*"the Application"*), (*Website and Application together to be referred as "Platform"*) You agree to be bound by the provisions of these Terms of Use.

Please read this Terms of Use Agreement carefully. By using this Website or purchasing/ordering products/ services from our Platform, You agree to be bound by all of the Terms of Use of this Agreement (*"the Agreement"*).

The Ignited Learning website (*the 'Site'*), the educational services made available through the site and the content (*the 'Products'*) are owned, operated and maintained, as applicable, by Ignited Learning (*'we', 'our', 'us', or the 'Company'*). The Site, Products and Content are, collectively, the 'Company Products'. By using this website or its Products and Services, You Agree and Warrant that you have read, understood, and agreed to be Bound by these terms. Company's privacy policy can be found at [Privacy Policy](#). If you do not accept these terms, you must not use - and are not authorized to use - all or any portion of the company's website and its products or services (*as defined below*).

PLEASE READ THEM CAREFULLY BEFORE YOU USE THE SERVICES OF THIS WEBSITE/APPLICATION:

- You should not use this site in an unlawful manner; you must respect the website terms and conditions and follow the Privacy Policy.
- Under no situations or circumstances, will the company be liable for any change in the content which it provides on the website through its products and services, including but

not limited to any errors, omissions, loss, or damage experienced in connection with the use of exposure, any content made available via our products, services, or various resources such as email, blog etc.

- Our services are free to any user with access to the Internet. However, we are not responsible for the charges incurred for the usage of hardware, software, or internet services provider fee. Also, the user is fully responsible for the proper functioning of computer hardware and internet access.
- You will be required to use login credentials for some of the sections on the site and the company reserves the right to block access to our services for any user who does not follow these conditions
- We make sure that users get uninterrupted access to our service, but there is no obligation to do so.
- Ignited Learning is not responsible and is not obligated for issues in your network or server beyond certain limits.

LINKS AND HYPERLINKS TERMS

This website may have links to other websites. We do not undertake any control on the content of these websites; nor are we responsible for their website content. The sole purpose of the links included are to provide users information. Hence, Ignited Learning will not be held responsible.

COPYRIGHT AND INTELLECTUAL PROPERTY

All information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are proprietary property of the Company (*"Proprietary Information"*). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application or Website or Services shall be or products deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User. You may own the medium on which the information, content or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company

on such medium. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You are not permitted to use the same without the consent of the respective third party.

CLAIMS OF INTELLECTUAL PROPERTY VIOLATIONS

We understand the Intellectual Property Rights of creators and authors. If you believe that your work has in any way or matter been displayed, posted, copied or included within the Services that might constitute copyright infringement please first check to see if the work originated from a third party service. If so, You may notify such third party service providers directly about the copyright infringement.

Alternatively, if you believe that the Material published by Ignited Learning directly infringes on your copyright, please email us at contact@ignitedlearning.in and we will address your concerns. Kindly include the following details in your correspondence to us:

- i. Description of the copyrighted material that you claim has been infringed
- ii. Description of the location of the copyrighted material in our Services
- iii. Signature of the authorised representative and the copyright holder of said material
- iv. Undertaking that you have acted in good faith in bringing forward the disputed use of the allegedly infringing material
- v. Your address, telephone number and email address

Please note that we reserve the right, at our sole discretion, to remove any Content without prior notice.

SUBSCRIPTION SERVICES

You will be allowed to subscribe to a particular course or collection of courses ("*Subscription Services*") and will be charged automatically, depending on payment frequency chosen by you, such as monthly/quarterly/yearly, as may be applicable.

Please note that Subscription Services discounts and any Subscription Services are only a limited time special subscription promotions in effect apply only to eligible items displaying the offer message on the Subscription Services item information pages, and then only if you select the Subscription Services. Subscription Services are will last only till a particular period of time, as may be specified on the relevant page. Special limited time subscription promotions only apply during their effective dates.

Ignited Learning retains the rights to modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduces the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

If you register for a free demo class of the Subscription Service, we will make the Subscription Service available to you on a trial basis, free of charge until the earlier of (a) the end of the free trial period or (b) the start date of your subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. During the free trial period, (i) the Subscription Service is provided “as is” and without warranty of any kind, (ii) we may suspend, limit, or terminate the Subscription Service for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Subscription Service. Unless you subscribe to the Subscription Service before the end of the free trial, all of your data on the Subscription Service will be permanently deleted at the end of the trial, and we will not recover it. Ignited Learning shall not refund or in any ways discount, set off any amount once the trial period has ended.

Your Subscription Services will remain in effect until it is cancelled. If you cancel your Subscription Services and then reactivate it, the discount applied to any Subscription Services item may not be the same discount in effect at the time of cancellation. If you reactivate a Subscription Services, it will be created with the same products with which you previously subscribed. If the Subscription Services discount percentage for such Subscription Services item changes, the new discount will be applied to your products of that item.

All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service. All fees are exclusive of any VAT, Service tax, GST or any other applicable law and tax deductions. If you are required to deduct or

withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

LIMIT OF LIABILITY

In no event shall Ignited Learning, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (*including negligence*) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose

INDEMNITY

Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, affiliation, joint venture or other form of joint enterprise between us.

Additionally, You hereby release us, our officers, employees, investors, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, emotional distress, death and property damage, that is either directly or indirectly related to or arises from (i) any interaction you have with other Users, (ii) your use of the Services or (iii) your participation in any offline events.

PRICING DISCLAIMER

All prices, products, and offers of Ignited Learning website are subject to change without notice.

While we make sure to provide most accurate and up-to-date information, in some cases one or more items on our website may be priced incorrectly. This might happen due to human errors, digital images, technical errors, or a mismatch in pricing information received from our suppliers.

Ignited Learning reserves the right to change prices for all our products, offers, or deals. These changes are done due to market conditions, course termination, providers, price changes, errors in advertisements, and other mitigating circumstances. However, the price you paid at the time of purchase still holds for you.

PROPRIETARY USE OF IGNITED LEARNING STUDY MATERIAL

Ignited Learning reserves the right to change prices for all our products, offers, or deals. These changes are done due to market conditions, course termination, providers, price changes, errors in advertisements and other extenuating circumstances. However, the price you paid at the time of purchase still holds for you.

ACCOUNT TERMINATION

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account yourself, you can send us a request on contact@ignitedlearning.in or deactivate your account by accessing your dashboard.

DISPUTE RESOLUTION

If you have any concerns or questions in relation to our Services or these Terms of Use, we strongly encourage you to first contact us at contact@ignitedlearning.in directly.

Alternatively, in case of any dispute, either party may elect to resolve the dispute in a cost-effective manner through a binding arbitration by the authorized representatives of the Parties and as per Indian penal laws. The arbitration shall be held in Bhopal, India using English as the mode of communication and finally settled in accordance with the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time.

Parties shall initiate such arbitration through an Alternate Dispute Resolution Provider (*ADR Provider*) mutually agreed upon by both Parties.

DISCLAIMER OF WARRANTIES

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Ignited Learning and its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

GOVERNING LAW

These Terms of Use shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms of Use will not be considered a waiver of those rights. If any provision of these Terms of Use is held to be invalid or unenforceable by a court, the remaining provisions of these Terms of Use will remain in effect. These Terms of Use constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website/Application thereafter.

Your continued use of the Website/Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

HOW TO CONTACT US

If you have any questions about these Terms of Use, please contact us by sending an email to contact@ignitedlearning.in.