PRIVACY POLICY

This document defines the scope of privacy and degree of confidentiality protecting the information which the User inputs during account registration at the Platform/app and normal use of the services, programs and facilities of Cividep India (hereinafter ‘Platform’). At any time, the User can, at his/her discretion, allow or forbid the collection and use of his/her personal information. Our legal basis for the collection of user data is that the same is necessary for the performance/delivery of the service to which you have subscribed to and in order for us to take steps/actions as requested by you.

By using this Platform, the User provides his/her consent to the Company to collect, use and disclose the User's personal information according to the rules and provisions of this Privacy Policy.

Platform is owned and operated by Cividep India (hereinafter “Company”) and the Company hereby proclaims and accepts its responsibility to protect the User's private information. This Privacy Policy contains the rules upon which such information is gathered and used. These rules apply to any personal and non-personal information gathered at and/or by the Company.

"we", "us", "our", “Platform” or “www.cividep.org” shall mean Cividep India, its franchisees, affiliates or partners.

1. PERSONAL INFORMATION:

a. Users may register to use Company's services (hereinafter "Services") offered on the Platform and accordingly provide contact information, their name, date of birth, address, phone number, email address, qualification and billing information (if required), such as billing name and address. The Company may also obtain personal information when Users login using third-party credentials and Users shall be responsible for their own login and activities on the Platforms. At the time Users express interest in obtaining additional information or when Users register for the service, Company may also ask for additional personal information such as
alternate contact numbers, age, etc. Users can update their personal information at any time by logging into the Platform and editing their Personal Information within setup. Users can view their updated profile to confirm their edits have been made.

b. Company may collect personally identifiable information (credit card / debit card / other payment instrument details, etc.) from you in order to facilitate any optional transactions that may be integrated into the Platform. Company do use your contact information to send you offers based on your previous orders and your interests.

c. We may use Personal Information as permitted by law, for any business or other essential purposes.

d. If you submit any Personal Information relating to other people in connection with the Sites, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

2. NON-PERSONAL INFORMATION:

a. The Company also collects non-personal information from Users, such as Users’ device, internet connection, geolocation, browser type, the URL of the previous Platforms User visited, User ISP, operating system, User Internet protocol (IP) Address, etc. ("Non-Personal Information"). Non-Personal Information cannot be easily used to personally identify the User.

b. Cookies are very small text files that are stored on User system/device when Users visit some applications. Company uses cookies to help identify User system/device so Company can tailor User experience, management of the sign-up process and user management, general administration including tracking login and usage, managing newsletter or email subscription/surveys, job alerts, calendar alerts, relevant search results, recommended jobs and/or candidates (as the case maybe), other social media communication facilities and payment facilities. In some special cases Company also use cookies provided by trusted third-parties for
Analytics, advertising, social media. Company can disable any cookies already stored on User system/device, but these may stop Company Platform from functioning properly.

c. In general, User can visit the Platform without telling Company who the User is or revealing any information about User. However, Company’s web servers automatically collect the domain names/IP Address of visitors. This information is used to measure the number of visits, average time spent on the Platform and similar information, which is used to measure Company’s services, evaluate performance and improve Company’s content/services.

d. Most of the cookies we use are so-called session cookies, which are automatically deleted by your browser after the end of your visit to our Platform. Session cookies provide us with information about visitor behavior on our Platform, which we analyze. With the knowledge gained, we will make our Platform more user-friendly, place important content on the most popular pages and develop our marketing strategies according to the interests of our target audience. Other cookies are stored longer on your device and allow us to recognize you as a user during a subsequent visit to our Platform. We do not pass on information that we receive through our cookies to third parties. By using the “Incognito” or “Private” mode of your browser, or by means of adjusting the settings in your browser, you can prevent the installation of cookies. As a result, some of the facilitation of operating our Platform will no longer work.

e. Our legal basis for the use of cookies is for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract and for the purposes of the legitimate interests pursued by the concerned persons or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child. Our legitimate interest is to
optimize our product, increase user experience, enhance our customer support and improve our internal process efficiency.

3. USE OF USER’S INFORMATION:

a. Company uses the information that it collects to set up services, to send special promotions and offers and updates. Users’ email addresses and any personal customer information will not be distributed or shared with third-parties except to the extent necessary to provide the User with a requested service, or under circumstances required by law.

b. Company will disclose User’s personal information when Company believes in good faith that any applicable law, regulation, or legal process requires it, or where the Company believes disclosure is necessary to protect or enforce its rights or the rights of another user.

c. Company also discloses aggregated User statistics in order to describe Company’s Platform/services and reach to prospective partners, advertisers, and other third-parties. However, aggregate data is not traceable to the User specifically.

d. Company may use contractors to help the Company with the Company’s operations. Some or all of these contractors may access Company databases of user information. These contractors will enter into an agreement with the Company that places restrictive provisions on their use and disclosure of all information they obtain through the relationship.

e. Company may share information with global partners for the purpose of providing Users with high quality, localized and customized services.

f. Company may use Non-Personal Information to track the use of the Platform/services and for other internal purposes, such as providing, maintaining, evaluating, and improving the Services and the Platform.

g. Company may occasionally ask you to complete optional online surveys. These surveys may ask you for personal information, contact information, date of birth, demographic information (like zip code, age, or income level), attributes such as your interests, household or lifestyle information, your purchasing behaviour or
history, preferences, and other such information that you may choose to provide. We use this data to tailor your experience at our Platform, providing you with content that we think you might be interested in and to display content according to your preferences.

h. Users may, if they wish for any reason, delete their Personal Information. Upon User deleting their personal information or profiles the Company shall retain only an archival copy of information so deleted, which shall not be accessible on the internet for legal compliance. Company’s use of information would be in compliance with the laws governing the protection of information technology and other applicable laws in force in India.

4. THIRD PARTY LINKS:

Platform contains links to other Platforms/services/applications/payment gateways. The Company is not responsible for the privacy practices or the content of these other Platforms/services/applications/payment gateways. Users and visitors must check the policy statement of these other Platforms/services/applications to understand their policies. Users and visitors who access a linked Platform/service/application/payment gateways may be disclosing their private information. It is User’s responsibility to keep such information private and confident.

5. OPT-OUT POLICY:

a. Users can opt out of being contacted by the Company, or receiving information as a whole or part from the Company at any time by selecting the appropriate option provided for in their profiles or at any time by sending an email to <insert email id>. If, at any time after registering for information or ordering services, Users change their mind about receiving information from Platform, the frequency with which they receive information or about sharing their information with third parties, they may modify their choices in the options provided for the same on their profiles or simply send the request to <insert email id>. It shall take ten (10) days to process your request to opt out request.
b. You have the right to complain about the improper processing of your personal data (such as collection, storage, modification, transfer, deletion, etc.) by emailing us at <insert email id>.

6. **DISCLAIMER OF WARRANTIES:** The Company provides the Platform and the services “as is”, “with all faults” and “as available.” The Company makes no express or implied warranties or guarantees about the services. To the maximum extent permitted by law, the Company disclaims all such warranties, including all statutory warranties, with respect to the services and the Platform, including without limitation any warranties that the services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. The Company does not guarantee that the results that may be obtained from the use of the services will be effective, reliable or accurate or will meet your requirements. We incorporate commercially reasonable safeguards to help protect and secure your Personal and Financial Information. However, no data transmission over the Internet, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, you provide us with your information at your own risk.

7. **LIMITATION OF LIABILITY:** User’s sole and exclusive remedy for any dispute with the company is the cancellation of User’s registration. In no event shall the Company’s total cumulative liability to the User for any and all claims relating to or arising out of User’s use of the services or the Platform, regardless of the form of action, exceed the total amount of Rs. **1000/-**. The Company shall in no event be liable to the User (or to any third party claiming under or through the User) for any indirect, special, incidental, consequential or exemplary damages arising from User’s use of, or inability to use, the Platform and/or the services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Company knew or should have known of the possibility of such damages, because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the extent permitted by law.
8. **INTERNATIONAL DATA TRANSFER:** We may transfer information that we collect about you, including personal information, to affiliated entities, or to other third parties (as provided herein) across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from other countries law, please note that you are transferring information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to us and the use and disclosure of information about you, including personal information, as described in this Privacy Policy.

9. **PERSONAL DATA AND INFORMATION:** We work hard to protect our users from unauthorized access or unauthorized alteration, disclosure, or destruction of information we hold. In particular:
   a. We encrypt our services using Secure Sockets Layer (SSL).
   b. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
   c. We restrict access to personal information to employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
   d. Unfortunately, no system or network can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify us.

10. **COMPLIANCE AND COOPERATION WITH REGULATORY AUTHORITIES:** We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities,
to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

11. RETENTION, DELETION OR BLOCKING OF DATA: We adhere to the principles of purpose limitation and data minimization. Therefore, we only store your personal data for as long as it is necessary to achieve the purposes mentioned here or as long as the many storage periods required by law. After discontinuation of the respective purpose or expiry of these deadlines, the corresponding data will be blocked or deleted in accordance with the statutory provisions. Our legal basis for the deletion or blocking of personal data is to safeguards and derogations relating to processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes and to implement data-protection principles, in an effective manner and to integrate the necessary safeguards into the processing in order to meet the requirements of the applicable laws.

12. FORUMS AND INTERACTIVE SERVICES: There may be interactive services within the Platform, such as blogs, chat rooms, forums, instant messaging etc., and other service member zones that allow them to input their data, details, materials, comments or other similar communications. Using such Platform/services, the User should realize that they are open for wide access and review, and any personal data that he/she published or provided during registration may become viewable by third parties. The Company is not responsible for the security of the User’s information that is passed by the User to third parties or provided during use of such Platform/services. Materials that will be placed by the User in such areas of the Platform will be stored in systems/devices of Company as per Company’s policy, if otherwise not directly documented in each particular case.

13. MINOR USERS: The Company does not intend to and will not purposely collect, require or request personal information from persons under 18 years of age without permission from parent or legal guardian. If the User is a minor, he/she should not enter his/her personal information or use the services/Platform in any way prior to obtaining the consent of the parent or legal guardian.
14. **PHISHING**: Identity theft and the practice currently known as "phishing" are of great concern to the Platform. Safeguarding information to help protect User from identity theft is a top priority. We do not and will not, at any time, request User’s credit card information or national identification numbers in a non-secure or unsolicited e-mail or telephone communication.

15. **CHANGES TO THESE RULES**: The Company reserves the right to change rules of Privacy Policy at any time without notice. In case of a substantial change of confidentiality rules and policies of use of the User's personal information, the Company shall publish the changes on the Platform. The User is advised to refer to the text of this page at each visit to the Platform or before availing the Services.

16. **GOVERNING LAW & JURISDICTION**: This Privacy Policy shall be governed by, construed and enforced under the laws of India and Courts in Chennai shall have exclusive jurisdiction.

17. **PREVAILING LANGUAGE**: This Privacy Policy shall be prepared and executed in English and if translated into a language other than English for any purpose, the English version shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this Privacy Policy.

**Last Updated**: October 2021