

PRIVACY POLICY

PLEASE READ THE FOLLOWING CAREFULLY

We at CloudThat Technologies Private Limited (“CloudThat”, “we”, “us”) respect your privacy and want you to understand how we collect, use, and share data about you. This Privacy Policy covers our data collection practices and describes your rights to access, correct, or restrict our use of your personal data.

Unless we link to a different policy or state otherwise, this Privacy Policy applies when you visit or use the CloudThat website, mobile applications, APIs social media, Advertisements or related services (the “Services”).

The data controller for all data collected from you with regards to your use of the Services is CloudThat Technologies Private Limited, a private company registered in India, with the registered office at #102, 4th B cross, 5th Block, Koramangala, Industrial Area, Bangalore – 560095, Karnataka, India, India. You can get in touch with our privacy team at marketing@cloudthat.com.

By using the Services, you agree to the terms of this Privacy Policy. If you do not agree with this Privacy Policy, you must not use our Services.

Legal Basis for Processing Data:

We process your data on the basis of the following:

- Your explicit consent for processing your data (as mentioned in Section 2 below), and for the purposes mentioned in Section 4 below;
- For the performance of contracts entered into by you for providing any of the Services; and
- Our legitimate interests, i.e. registering and administering accounts on our Services to provide you access to all content, updates and services you have purchased, and to facilitate the efficient running and operation of our business.

What Data We Collect:

We collect certain data from you directly, like the information you enter yourself, data about your participation in courses, and data from third-party platforms you connect with CloudThat. We also collect some data automatically, like information about your device and what parts of our Services you interact with or spend time using.

Data You Provide to Us:

We may collect different data from or about you depending on how you use the Services. Below are some examples to help you better understand the data we collect when you create an account and use the Services, including through a third-party platform, we collect the following data you provide directly:

Account Data - In order to use certain features (like applying for a program), you need to create a user account. When you create or update your account, we collect and store the data you provide, like your Name, email address, password, city, program/courses you like to learn, IP address, work experience, industry where you work, phone number, and assign you a unique identifying number (“Account Data”).

Shared Content - Parts of the Services let you interact with other users or share content publicly, including by sharing your e-portfolio, sharing your testimonial, sending messages to program managers, or posting photos or other work you upload. Such shared content may be publicly viewable by others depending on where it is posted.

Program Data - When you enrol into a program, we collect certain data including which program, courses, assignments and quizzes you’ve started and completed; your exchanges with teaching assistants, answers to questions, and other items submitted to satisfy course requirements.

Student Payment Data - If you make payments, we collect certain data about your payment (such as your name and email id) as necessary to process your payment. You must provide certain payment and billing data directly to our payment processing partners, including your name, credit card information, billing address, and zip code. For security, CloudThat does not collect or store sensitive cardholder data, such as full credit card numbers or card authentication.

Communications and Support - We may invite you to complete a survey or participate in a promotion (like a contest, sweepstakes, or challenge), either through the Services or a third-party platform. If you participate, we will collect and store the data you provide as part of participation, such as your name, email address, or phone number. That data is subject to this Privacy Policy unless otherwise stated in the official rules of the promotion or in another privacy policy. The data collected will be used to administer the promotion or survey, including for notifying winners and distributing rewards. To receive a reward, you may be required to allow us to post some of your information publicly (like on a winner’s page). Where we use a third-party platform to administer a survey or promotion or feedback, the third party’s privacy policy will apply.

The data listed above is stored by us and associated with your account.

How We Get Data about You:

We use tools like cookies, web beacons, analytics services, and advertising providers to gather the data listed above. Some of these tools offer you the ability to opt out of data collection.

Cookies and Data Collection Tools:

As detailed in our Cookie Policy, CloudThat and service providers acting on our behalf (like Google Analytics and third party advertisers) use server log files and automated data collection tools like cookies, tags, scripts, customized links, device or browser fingerprints, and web beacons (together, “Data Collection Tools”) when you access and use the Services. These Data Collection Tools automatically track and collect certain System Data and Usage

Data (as detailed in Section 1) when you use the Services. In some cases, we tie data gathered through those Data Collection Tools to other data that we collect as described in this Privacy Policy.

We use cookies for things like analysing your use of the Services, personalizing your experience, making it easier to log into the Services, and recognizing you when you return. We use cookies for things like identifying whether a page was visited, identifying whether an email was opened, and advertising more efficiently by excluding current users from certain promotional messages or identifying the source of a new page visit.

The types of cookies used by CloudThat includes:

- **Essential Cookies:** These cookies are essential for the basic functionalities offered by the Site and Service(s). These class of cookies helps in keeping a user logged in to the Service(s) and remember relevant information when they return to the Service(s).
- **Insight Cookies:** These are used for tracking the user activities within the Service(s), which in turn helps us in improving your user experience.
- **Marketing Cookies:** These are used for providing you with customized and interest-based ads based on your browsing behaviour and other similar activities on our websites.

You can set your web browser to alert you about attempts to place cookies on your computer, limit the types of cookies you allow, or refuse cookies altogether. If you do, you may not be able to use some or all features of the Services, and your experience may be different or less functional.

Analytics:

We use the 3rd-party browser and mobile analytics services like Google Analytics, GetSiteControl, Zoho CRM. These services use Data Collection Tools to help us analyze your use of the Services, including information like the third-party website you arrive from, how often you visit, events within the Services, usage and performance data. We use this data to improve the Services, better understand how the Services perform on different devices and provide information that may be of interest to you.

Online Advertising:

We use third-party advertising services like Facebook, Google's ad services, and other ad networks and ad servers to deliver advertising about our Services on other websites and applications you use. The ads may be based on things we know about you, like your Usage Data and System Data (as detailed in Section 1), and things that these ad service providers know about you based on their tracking data. The ads can be based on your recent activity or activity over time and across other sites and services and may be tailored to your interests.

Depending on the types of advertising services we use, they may place cookies or other tracking technologies on your computer, phone, or other devices to collect data about your use of our Services and may access those tracking technologies in order to serve these tailored advertisements to you. To help deliver tailored advertising, we may provide the service providers with your email address and content that you share publicly on the Services.

What We Use Your Data For, and How Long We Store it

How we use your data:

We use your data to do things like provide our Services, communicate with you, troubleshoot issues, secure against fraud and abuse, improve and update our Services, analyse how people use our Services, serve personalized advertising, and as required by law or necessary for safety and integrity.

We use the data we collect through your use of the Services to:

- Provide and administer the Services, including to display customized content and facilitate communication with other users;
- Process your requests and orders for programs, courses, specific services, information, or features;
- Communicate with you about your account by:
 - Responding to your questions and concerns;
 - Sending you administrative messages and information, including messages from instructors and teaching assistants, notifications about changes to our Service, and updates to our agreements;
 - Sending you information and in-app messages about your progress in courses, feedback about the course, referral / reward programs, new services, new features, promotions, newsletters, and other available courses (which you can opt out of at any time);
- Manage your account preferences;
- Facilitate the Services' technical functioning, including troubleshooting and resolving issues, securing the Services, and preventing fraud and abuse;
- Solicit feedback from users;
- Learn more about you by linking your data with additional data through third-party data providers or analysing the data with the help of analytics service providers;
- Identify unique users across devices;
- Tailor advertisements across devices;
- Improve our Services and develop new products, services, and features;
- Analyse trends and traffic, track purchases, and track usage data;
- Advertise the Services on third-party websites and applications;
- As required or permitted by law; or
- As we, in our sole discretion, otherwise determine to be necessary to ensure the safety or integrity of our users, employees, third parties, the public, or our Services.

- Criterion for Determining Data Retention Period

It is not possible for us to determine a specific period for which we may retain your data. However, we will retain your data for longer than necessary, taking into account the following:

- The purpose(s) and use of your data, both now and in the future (such as whether it is necessary to continue to store that information in furtherance of our obligations under a contract with you, or to contact you in the future);
- Whether we have any legal obligation to continue processing your data (such as any record-keeping obligations imposed by any applicable law);
- Whether we have any further legal basis to continue processing your information (including your consent);
- Whether there is any relevant agreed industry practice on how long such data should be retained;
- The levels of risk and liability involved for us to continue holding the data;
- The amount of difficulty we may face to ensure the data can be kept updated and accurate; and
- Any other circumstances (such as the nature and status of CloudThat's relationship with you).

Who We Share Your Data With:

We share certain data about you with instructors and learning managers. We may also share your data as needed for security, legal compliance, or as part of a corporate restructuring. Lastly, we can share data in other ways if it is aggregated or de-identified or if we get your consent.

We may share your data with third parties under the following circumstances or as otherwise described in this Privacy Policy:

- With Your Learning Consultants, Admissions and CloudThat Team: We share data that we have about you with your Course Advisor / Admission Team, so they can suggest the right program or course for you. This data may include your city, country, email id, phone number, your work experience and other work-related information.
- With Your Instructors, Evaluators, Moderators: We share data that we have about you with instructors or teaching assistants for courses you enrol in so they can improve the course for you. Also this data will be used by them to understand your performance in the program and helps in evaluating you for the skills you gained in the program for the issuing of certificate from the respective college / university as per required from book keeping purpose.
- The information shared to them are your email id, phone number, your work experience, your performance related information, your activities on the learning management system.

- With Students, public and other mentors: If you're a mentor or Instructor, we share data that we have about you with our students, program managers and employees of CloudThat, so they can reach out to you to clarify questions or provide services to you. This data may include things like your name, email id, phone number, professional and education details, your activities on our website and learning management system.
- With Service Providers, Contractors, and Agents: We share your data with third-party companies who perform services on our behalf, like payment processing, and advertising services (including retargeted advertising). These service providers may access your personal data and are required to use it solely as we direct, to provide our requested service.
- For Security and Legal Compliance: We may disclose your data to third parties if we (in our sole discretion) have a good faith belief that the disclosure is:
 - Permitted or required by law;
 - Requested as part of a judicial, governmental, or legal inquiry, order, or proceeding;
 - Reasonably necessary as part of a valid subpoena, warrant, or other legally-valid request;
 - Reasonably necessary to enforce our Terms of Use, Privacy Policy, and other legal agreements;
 - Required to detect, prevent, or address fraud, abuse, misuse, potential violations of law (or rule or regulation), or security or technical issues; or
 - Reasonably necessary in our discretion to protect against imminent harm to the rights, property, or safety of CloudThat, our users, employees, members of the public, or our Services.
 - We may also disclose data about you to our auditors and legal advisors in order to assess our disclosure obligations and rights under this Privacy Policy.
- During a Change in Control: If CloudThat undergoes a business transaction like a merger, acquisition, corporate divestiture, or dissolution (including bankruptcy), or a sale of all or some of its assets, we may share, disclose, or transfer all of your data to the successor organization during such transition or in contemplation of a transition (including during due diligence).
- After Aggregation/De-identification: we can disclose or use aggregate or de-identified data for any purpose.
- With Your Permission: with your consent, we may share data to third parties outside the scope of this Privacy Policy.

Information Security:

Our Websites and Service(s) have industry standard security measures in place to protect against the loss, misuse, and alteration of the information under our control. When you provide us with sensitive information (such as credit card information or login credentials), we will encrypt that information via Secure Socket Layer (SSL).

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Websites or via the Service(s) and any transmission is at your own risk. Once we receive your personal information, we will use strict procedures and security features to try to prevent unauthorised access.

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

- Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.
- We use regular Malware Scanning.
- Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.
- All payment transactions are processed through secure gateway providers and are not stored or processed on our servers

Your Rights:

You have certain rights around the use of your data, including the ability to opt out of promotional emails, cookies, and collection of your data by certain analytics providers. You can update or terminate your account from within our Services, and can also contact us for individual rights requests about your personal data such to restrict our processing of your data, to erase all data we have stored about you, and the right to ask for the data to be provided to you/ported to any other service in a commonly used machine readable format.

a. Your Choices about the Use of Your Data:

You can choose not to provide certain data to us, but you may not be able to use certain features of the Services:

- To stop receiving promotional communications from us, you can opt out by using the unsubscribe mechanism in the promotional communication you receive or by changing the email preferences in your account. Note that regardless of your email preference settings, we will send you transactional and relationship messages regarding the Services, including administrative confirmations, order confirmations, important updates about the Services, and notices about our policies.

- The browser or device you use may allow you to control cookies and other types of local data storage. Your wireless device may also allow you to control whether location or other data is collected and shared.
- To opt out of allowing Google Analytics, to use your data for analytics or enrichment, see the [Google Analytics Opt-out Browser Add-on](#).

If you have any questions about your data, our use of it, or your rights, contact us at sales@cloudthat.com

b. Accessing, Updating and Correcting, Porting and Deleting Your Personal Data:

You can access and update your personal data that CloudThat collects and maintains as follows:

- To update data you provide directly, log into your account and update your account at any time.
- To terminate your account you can drop us an email to marketing@cloudthat.com with the subject “Unsubscribe” to delete your account permanently.
- Please note: even after your account is terminated, some or all of your data may still be visible to others, including without limitation any data that has been (a) copied, stored, or disseminated by other users (including in course comment); (b) shared or disseminated by you or others (including in your shared content); or (c) posted to a third-party platform. Even after your account is terminated, we retain your data for as long as we have a legitimate purpose to do so (and in accordance with applicable law), including to assist with legal obligations, resolve disputes, and enforce our agreements. We may retain and disclose such data pursuant to this Privacy Policy after your account has been terminated.
- To request access, correct, port, or delete your personal data, or to restrict processing of your personal data, please email marketing@cloudthat.com with the subject “Unsubscribe”. Please allow up to 30 days for a response. For your protection, we may require that the request be sent through the email address associated with your account, and we may need to verify your identity before implementing your request. Please note that post deletion, we may retain certain data where we have a lawful basis to do so, including for mandatory record-keeping and to complete transactions.

c. Revocation of Consent:

We recognise that the processing of your data may be based on your consent. In case you wish to withdraw such consent given to us for the processing of your data as identified in Section 3 above, please e-mail us at marketing@cloudthat.com Please allow up to 30 days for a response. For your protection, we may require that the request be sent through the email address associated with your account and may need to verify your identity before implementing your request.

Further, please note that such revocation of consent shall be prospective in nature, and shall not affect the lawfulness of any data processed based on your consent given prior to revocation.

d. Complaints about our privacy policy or use of your data:

While we take all measures to protect and secure your data, we understand that you may have grievances about our use of your data, or of our data protection measures. Please feel free to reach out to us at marketing@cloudthat.com with any such complaints.

In case you are not satisfied with our response, you can also reach out to the national data protection authorities in your region (provided you are in the EU). The list of national data protection authorities for EU member states may be accessed [here](#).

Please note that while we urge you to write to us for any grievances or with any complaints you may have, this does not preclude you from directly approaching the national data protection authorities mentioned above.

e. Children's Personal Information:

CloudThat does not knowingly collect any personal information from children under the age of 16. If you are under the age of 16, please do not submit any personal information through our Websites or Service(s). We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide personal information through our Service(s) or Websites without their permission. If you have reason to believe that a child under the age of 16 has provided personal information to us through our Websites or Service(s), please contact us and we will remove that information and terminate the child's account from our databases.

Jurisdiction-Specific Rules:

If you live in California, you have certain rights to request information. Users outside of the United States should note that we transfer data to India and other areas outside of the European Economic Area.

Users in California:

If you are a California resident, you have the right to request certain details about what personal information we share with third parties for those third parties' direct marketing purposes. To submit your request, send an email to marketing@cloudthat.com. Since the internet industry is still working on Do Not Track standards, solutions, and implementations, we do not currently recognize or respond to browser initiated Do Not Track signals.

Resident of European Union:

From the 25th of May 2018, the processing of Personal Information of 'users based in the European Union ("EU") is subject to the EU General Data Protection Regulation ("GDPR"). This section provides information as relates to EU users' rights, and our responsibilities, under this regulation.

a. DATA TRANSFERS

Company is headquartered in India, and we have operations, entities, and service providers in the Information and throughout the world. As such, we and our service providers may transfer your Personal Information to, or store or access it in, jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction. We will take steps to ensure that your Personal Information receives an adequate level of protection in the jurisdictions in which we process it. If you are in the EU, we provide adequate protection for the transfer of Personal Information to countries outside of the EU through a series of intercompany agreements based on the standard contractual clauses authorized under EU law. You are entitled to obtain a copy of these agreements by contacting us as described below.

b. ACCESS TO PERSONAL INFORMATION

We rely on consent in connection with Personal Information collections or uses that are necessary to enhance the user experience, to enable optional services or features, or to communicate with you.

- Withdrawal of consent

We believe that we are only entitled to access or use your Personal Information as long as we have your consent to do so. Whenever we rely on your consent, you will always be able to withdraw that consent.

- Erasure

We will also erase all your Personal Information that we hold, upon your request to us to do so. Provided that we may decline to process your request if we believe that doing so could impede the right of freedom of expression and information of others or when doing so is contrary to the local applicable laws.

- Access to personal information

We are committed to be completely transparent vis-à-vis the Personal Information that we hold. You can ask us to share with you all the Personal Information that we hold of yours, and we will do so.

- Rectification

In case you feel that your Personal Information with us is inaccurate, we allow you to have it rectified by placing a request with us in that regard.

We may decline to process requests that are frivolous/ vexatious, can jeopardize the privacy of others, and processing which would be highly impractical. For placing a request to exercise any of these rights, you can get in touch with us or our data protection officer – using the details set out below. Additionally, our website allows you to edit your personal information by accessing our website. Similarly, you can delete other files or information you have stored by logging in and using the available functions to delete.

c. OBJECTIONS AND COMPLAINTS

- Users from and in the EU have the right to object to our processing of Personal Information.
- Users in the EU also have the right to file a complaint relating to our handling of your Personal Information.

To file a complaint or objection, please send an email to legal@cloudthat.com

d. GROUNDS OF PROCESSING

When we process your Personal Information, we will only do so in the following situations:

- We need to use your Personal Information to perform our responsibilities in relation to Services provided to you.
- We have a legitimate interest in processing your Personal Information. For example, we have a legitimate interest in processing your Personal Information to provide, secure, and improve our Services, in communicating with you about changes to our Services, and in informing you about new services or products.
- The processing is necessary to fulfil Company's legal obligations. Company is subject to legal requirements in the jurisdictions in which it operates that require us to collect, process, disclose and retain your Personal Information. Company may also share information with law enforcement, or requests by third parties pursuant to legal processes.

e. SECURITY REQUIREMENT

We are well placed to meet the security requirements of the GDPR. Our services are backed by robust, state-of-the-art technical and organizational safeguards, dedicated security and privacy teams.

f. TRANSFER OF PERSONAL INFORMATION TO THIRD COUNTRIES

We will ensure that transfer of Personal Information of users of the EU shall only take place where the EU Commission has decided that the third country, a territory or one or more specified sectors within that third country, or the international organisation in question ensures an adequate level of protection. Albeit, it shall be done without any specific authorization.

Users Outside of the U.S.:

CloudThat is headquartered in India, and in order to provide the Services to you, we must transfer your data to India and process it there. By visiting or using our Services, you consent to the storage of your data on servers located in India. If you are using the Services from outside India, you consent to the transfer, storage, and processing of your data in and to India or other countries. Specifically, personal data collected in Switzerland and the European Economic Area ("EEA") is transferred and stored outside those areas.

That data is also processed outside of Switzerland and the EEA by CloudThat, or our service providers, including to process transactions, facilitate payments, and provide support services as described in this privacy policy. We have entered into data processing agreements with our service providers that restrict and regulate their processing of your data on our behalf, with appropriate safeguards to ensure security of your data. By submitting your data or using our Services, you consent to this transfer, storage, and processing by CloudThat and its processors.

Updates & Contact Info:



When we make a material change to this policy, we'll notify users via email, in-product notice, or another mechanism required by law. Changes become effective the day they're posted. Please contact us via email with any questions, concerns, or disputes.

a. Modifications to This Privacy Policy

From time to time, we may update this Privacy Policy. If we make any material change to it, we will notify you via email, through a notification posted on the Services, or as required by applicable law. We will also include a summary of the key changes. Unless stated otherwise, modifications will become effective on the day they are posted.

As permitted by applicable law, if you continue to use the Services after the effective date of any change, then your access and/or use will be deemed an acceptance of (and agreement to follow and be bound by) the revised Privacy Policy. The revised Privacy Policy supersedes all previous Privacy Policies.

b. Interpretation

Any capitalized terms not defined in this policy are defined as specified in CloudThat Terms of Use.

c. Questions

If you have any questions, concerns, or disputes regarding our Privacy Policy, please feel free to contact our privacy team (including our designated personal information protection manager) at compliance@cloudthat.com

d. Cookie Policy

CloudThat and our third-party partners, such as our advertising and analytics partners, (Google AdWords, Google Analytics, Google Drive, Facebook, LinkedIn, Bing, Mailchimp, Zoho CRM, Zendesk, GetSiteControl, Quora) use cookies and other tracking technologies (e.g., web beacons, device identifiers and pixels) to provide functionality and to recognize you across different Services and devices.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since each browser is different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, some of the features that make your site experience more efficient may not function properly.

To learn more about targeting and advertising cookies and how you can opt out, visit www.allaboutcookies.org/manage-cookies/index.html, or if you're located in the European Union, visit the [Your Online Choices site](#).

Please note that where advertising technology is integrated into the Services, you may still receive advertising on other websites and applications, but it will not be tailored to your interests.

Links to Third Party Sites

Our Websites contain links to other websites that are not owned or controlled by CloudThat. Please be aware that we are not responsible for the privacy practices of such other websites or third parties. We encourage you to be aware when you leave our Websites and to read the privacy policies of each and every website that collects personal information.

Public Forums

Our Websites offer publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, you need to write marketing@cloudthat.com. In some cases, we may not be able to remove your personal information, in which case we will let you know that we are unable to do so and why.

CloudThat may provide blogs, or community threads on the Company's Web sites. Any personal information you choose to submit in such a forum may be read, collected, or used by others who visit these forums, and may be used to send you unsolicited messages. CloudThat is not responsible for the personal information you choose to submit in these forums.

Remember that when you share information publicly, it may be indexable by search engines.

Single Sign-On & Other social Media Features

Our Websites embed social media features, such as the Facebook "Like" button, the "Share" button. Where we have your consent, these features may collect your IP address, which page you are visiting on our websites, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our websites. Your interactions with these features are governed by the privacy policy of the company providing them.

You can log in to our websites using sign-in services by Google. The services will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address.

Amendments

We have the discretion to update this Privacy Policy at any time. When we do, we will post a notification on the main page of our Site, revise the updated date at the bottom of this page and send you an email. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. Your continued use of this Websites or the Service(s) following the posting of any amendment, modification, or change to this Policy shall constitute your acceptance of the amendments to this Policy. You can choose to discontinue use of the Websites or Service(s), if you do not accept the terms of this Policy, or any modified version of this Policy.

Contacting Us

If you have a complaint regarding data privacy, you may contact our Grievance Officer at the details provided below, who is responsible for redressing your grievances:

Email ID: compliance@cloudthat.com

TERMS OF USE

Please read the following carefully:

These terms and conditions (“Terms and Conditions”) control your use of this www.cloudthat.com (“Website”). In these Terms and Conditions, “CloudThat” is referred to as the “Company”, “us,” or “we.”

‘You’ refers as user 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.

The CloudThat website (the ‘Site’), the educational services made available through the site and the content (the ‘Products’) are owned, operated and maintained, as applicable, by CloudThat (‘we’, ‘our’, ‘us’, or the ‘Company’). The Site, Products and Content are, collectively, the ‘Company Products’.

By (a) using or accessing the Company Products, including, but not limited to downloading or accessing; (b) offering a Course through the Site or through Software; you agree to the terms and conditions set forth in these Terms of Use (the “Terms”)

BY USING THIS WEBSITE OR ITS PRODUCTS AND SERVICES, YOU AGREE AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. COMPANY’S PRIVACY POLICY CAN BE FOUND AT <https://www.cloudthat.com/privacy-policy/> (‘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 the following carefully before you use the services of this site

- You should not use this site in an unlawful manner; you must adhere to the terms and conditions outlined on the website and follow the privacy policy.
- Under no situations or circumstances, the company will 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.
- We are not responsible and are not obligated for issues in your network or server beyond certain limits.

Website usage guidelines:

- Do not insult, abuse, harass, stalk, threaten or otherwise infringe the rights of others;
- Do not publish, post, distribute or disseminate any defamatory, infringing, indecent, offensive or unlawful material or information.
- Do not upload, install, transfer files which are protected by Intellectual Property laws or software which affect other computers.
- It is prohibited to edit HTML source code, reverse engineer or attempt to hack.
- Do not run Spam services/scripts or anything which could affect infrastructure, and in turn, users.
- Do not communicate spam, advertise or sell services such as digital downloads, eBooks or phishing links
- You may not copy, distribute and indulge in plagiarism with website content or user submitted content.

The content

All website content or information that can be seen, heard or otherwise experienced on the Site is copyrighted and belongs to CloudThat or its partners, affiliates or third parties. You may use the Site, the Service and the Content for your own personal, non-commercial use only.

You will not transfer any information from the website or produce derivative work which you can display, distribute or transmit.

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 is to provide users information. Hence, CloudThat will not be held responsible.

Hyperlinks

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- Do not link to pages which provide pornographic content and violate human rights.

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If you believe that your work has been used without your permission in a way which prompts for copyright infringement. Please provide us the below information and we will act on it.

- The authorized person who will act on behalf of the owner of the copyright, should send a digital or physical signature
- A description of the copyrighted work that you claim to be infringing your IP.
- A description of where and how the material that you claim is infringing is located on the CloudThat website, with enough detail that we may find it on the website.
- Contact Details – Address, telephone number, and email address.
- A statement by you, that the information which you provided is accurate and your claim of the copyright or intellectual property is on your owner's behalf
- You can reach CloudThat to notify your claims of copyright by email marketing@cloudthat.com.

Transaction Terms

When you transact on the CloudThat website, you agree to the following terms of transactions:

- All transactions initiated on the CloudThat official website (<https://www.cloudthat.com>) are processed through secure third-party payment gateways.
- For users in India, payments are processed via **Razorpay**. For users in other regions, payments are processed via **Stripe**.

- By initiating a transaction, you agree to pay the full amount as specified, including applicable taxes, shipping charges (if any), and after applying any valid discounts.
- You are responsible for reviewing all payment-related details, including the final bill amount and applicable conditions, before confirming the transaction.
- Some products or services may be governed by additional terms and conditions, which you must explicitly agree to prior to purchase.

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the results that may be obtained from the use of the Website, the Services or the Content and Courseware or as to the accuracy or reliability of any information provided through the Website, the Services, or the Content and Courseware. In no event will We or any person or entity involved in creating, producing, or distributing the Website, the Services, or the Content and Courseware be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the Website, the Services, or the Content and Courseware. The disclaimer of liability contained in this clause applies to any and all damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of records or any other material, whether for breach of contract, negligence, or under any other cause of action. You hereby specifically acknowledge that We are not liable for any defamatory, offensive, wrongful, or illegal conduct of third parties, or other users of the Website, the Services or the Content and Courseware and that the risk of damage or injury from the foregoing rests entirely with each user. You agree that Our liability or the liability of Our affiliates, directors, officers, employees, agents, and licensors, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the Services or the Content and Courseware shall not exceed the fee you paid to Us for the particular training course.

Term and Termination

We reserve the right to block your access to the Content and Courseware with immediate effect as a result of your misrepresentation, default, misconduct, or breach of your obligations under this Agreement (“Event of Default”). On the occurrence of any Event of Default, we shall be authorized to exercise all the rights and remedies under this Agreement or applicable Law or available in equity to seek indemnification for any Loss or Claim resulting from any such Event of Default.

Indemnity

You agree to indemnify and hold Us, our subsidiaries, affiliates, contractors, licensors, directors, officers, employees, and agents, harmless from and against any and all claims, losses, damages, liabilities, and expenses including attorneys’ fees, arising out of your unauthorized use of the Website, the Services, and the Content and Courseware or any violation or breach of this Agreement or any provisions hereof.

Waiver

Neither failure nor delay on our part to exercise any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power, or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

Severability

In the event any provision of this Agreement is held invalid or unenforceable under the applicable laws as specified under Governing Law and Jurisdiction section, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed to be reformed by replacing such invalidated or unenforceable provision with a valid and

enforceable provision that gives effect as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of India and the courts in Bangalore, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

Amendment and Assignment

We reserve the right to unilaterally amend or modify this Agreement without giving any prior notification to you. We shall however publish the revised agreement on the Website so that you are aware of the revisions, modifications and amendments made by Us to this Agreement. Your continued use of or access to the Website, the Services, and the Content and Courseware following the posting of any changes to this Agreement shall constitute acceptance of those changes. You are not permitted to assign this Agreement or the rights and obligations under this Agreement to any third party, and you only shall be held liable for any breach of this Agreement or any terms and conditions hereof.

Grievance Redressal

In case you have any concerns or queries, please reach out to our Grievance Officer. Our Grievance Officer shall undertake all reasonable efforts to address your grievances in the shortest possible time. You may contact us at:

Email: grievance.redressal@cloudthat.com

Or

Any notice or communication that may be required to be given to CloudThat under these Terms or any terms shared with you may be sent by writing or emailing to the following addresses:

CloudThat Technologies Private Limited,
#102, 4th B cross, 5th Block, Koramangala,
Industrial Area, Bangalore – 560095,
Karnataka, India

REFUND POLICY

We want to make sure that our users have a rewarding experience while they are discovering information, assessing, and purchasing our training courses, whether it may be for online or classroom training courses.

As with any online purchase experience, the below are the terms and conditions that govern the Refund Policy. When you buy a training course on the CloudThat website you agree to our Privacy Policy and Terms of use policy and the points below.

Cancellation and Refunds:

CloudThat, reserves the right to postpone/cancel event(s) because of instructor illness or force-majeure events (like floods, earthquakes, political instability, pandemic situation like COVID19, etc.)

- The refund request will not be accepted if you have attended the online classroom training for more than 1 day's session or have accessed/downloaded course material from the learning portal.
- No refund will be provided on discounted courses.
- No refund will be provided for the academic institute tie up courses.
- There is no refund applicable on the degree programs. All the enrolments and payments made are full and final.
- If the delegate doesn't turn up on the given schedule, then no refund will be provided.
- In the case of refund, taxes amount will not be refunded.
- Batch Deferral/Rescheduling Policy: Due to any reason learner wants to defer the batch or restart the classes in a new batch, such requests can be done by dropping an email to sales@cloudthat.com Only 1 time batch defer is allowed without any additional cost. Learner can request for batch deferral to any of the cohorts starting in the next 3-6 months from the start date of the initial batch in which the student was originally enrolled for. Batch deferral requests are accepted only once but learner should not have completed more than 20% of the program. If learner wants to defer the batch 2nd time then batch deferral fees equal to 10% of the total course fees paid for the program + Taxes is applicable.
- Note: All refunds will be processed within 30 working days, post review and approval of any such request.

Cancellation and Refunds: Self-Paced Learning

- No refund will be done for Self-Paced courses.
- No refund will be provided, and access will be revoked, if anytime found course is been shared with others/multiple users or intention of course purchase is to copy the material/Content and account will be blocked at the same time.

Please Note – Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to sole Arbitrator by the first party, the award passed by the arbitrator shall be final and binding on the parties hereto. The Venue of Arbitration will be Bangalore (Karnataka). All and any disputes shall be subject to the Jurisdiction of Courts of Bangalore (Karnataka), India