

## PRIVACY POLICY

Last updated: Jan 22, 2020

In connection with your use of the Services Sunrise Mentors Private Limited (“us”, “we”, or “our”) may collect/ receive, store, use, share, and/or process certain information (“**Information**”) about you when you use our Services.

**We use your Information for providing and improving the Services. By using the Services, you agree to the collection and use of Information in accordance with this Privacy Policy.** Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible on the website. *We will not use or share your Information with anyone except as described in this Privacy Policy.*

### 1. INFORMATION COLLECTION

- 1.1. While using our Service, we may ask you to provide us with certain personally identifiable Information that can be used to contact or identify you. Information may include, but is not limited to:
  - (i) Your name;
  - (ii) Your email address;
  - (iii) Phone number;
  - (iv) Your Account Data such as your profile, course opted by you etc.;
  - (v) Data related to content shared by you via your Account;
  - (vi) Data about your account on other services;
  - (vii) Data through promotions and surveys conducted by us;
  - (viii) Data regarding any support concerns that you may have (this is only for internal purposed to optimize our Services);
  - (ix) Any other information as may be disclosed by you during the use of Services;
  - (x) Information about your device;
  - (xi) Parts of our Services you use etc; and
  - (xii) Sensitive Personal Information.
- 1.2. We may also collect Information that your browser sends whenever you visit our Site ("**Log Data**"). This Log Data may include information such as:
  - (i) your IP address;
  - (ii) browser type;
  - (iii) device type;
  - (iv) browser version;
  - (v) the pages of our Site that you visit;
  - (vi) the time and date of your visit;
  - (vii) the time spent on those pages and other statistics; and
  - (viii) approximate geographic location, including information like country, city, and geographic coordinates, calculated based on your IP address.
- 1.3. In order to receive payments from you, we may also collect (either directly or with the support of our payments partners) certain financial Information as may be required.
- 1.4. In addition, we may use third party services such as cookies, google analytics, advertisements that collect, monitor and analyse this type of Information in order to increase the performance of our Service's. Use of such Information by these third party services shall be governed by their individual privacy policies. We encourage you to understand these policies as well.

(i) **Cookies**

We use cookies to store and access and analyse the Information on the device that you use to access our Services, to personalize your experience, and to facilitate you to log into the Services, and to recognize when you return to the Services.

You may opt out or refuse your browser from accessing/ storing the cookies or indicating when a cookie is being sent. However, it may be noted that some portions of our service may not be accessible to you if you do not accept cookies.

(ii) **Analytics**

We use third-party browser and mobile analytics services like Google Analytics on the Services. These services help us analyze your use of the Services by using cookies, tags, scripts, customized links, device or browser fingerprints etc. These services also help us analysing Information such as:

- (a) the third-party website you arrive from;
- (b) how often you visit the Site;
- (c) events within the Services; and
- (d) usage and performance data

The information collected is used solely for the purpose of improving our Services, to better understand the behaviour projected by our Services on different devices, and to provide information that may be of interest to you.

You can opt-out of Google Analytics by visiting the [Google Ads Settings](#) page.

Google also recommends installing the [Google Analytics Opt-out Browser Add-on](#) for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the [Google Privacy & Terms](#) web page.

(iii) **Online Advertising**

We use third-party advertising services like Facebook, Google's ad services, and other ad networks and ad servers to provide you quick access to your previous searches and to use analytics for personalization and showing you targeted advertisements.

These advertisements are based on your recent or over time activities on our Site and across other sites and services, and are tailored to your interests.

We do not disclose information about identifiable individuals to our advertising services, but we may provide them with aggregate information about our users (for example, we may inform them that any given number of students in a specified age group clicked on their advertisement on any given day). We may also use such aggregate information to help our advertising services reach the kind of audience they want to target.

## 2. USE OF YOUR INFORMATION

We use your Information for purposes such as:

- (i) Providing our Services;
- (ii) Improving our Services and developing new products, services, and features;
- (iii) Analysing trends and traffic, tracking purchases and data usage;
- (iv) Learning more about our users by linking user's data with additional data through third-party data providers or analyzing the data with the help of analytics service providers;
- (v) Communicating with you;
- (vi) Analysing and Troubleshooting any issues you may have with our Services;
- (vii) Protecting us against any fraud and abuse; and
- (viii) improving and update our Services as per your feedback.

### 3. SHARING YOUR INFORMATION

We may share certain Information about you:

- (i) with third parties such as instructors, other students, companies helping us run promotions and surveys, and advertising companies etc.;
- (ii) for security, legal compliance, or as part of a corporate restructuring; or
- (iii) in other ways if it is aggregated or de-identified or if we get your consent.

The Information may be shared with any third parties under the following circumstances or as otherwise described in this Privacy Policy:

- (i) with your Instructors: We may share information including country of log-in, language, device settings, the site that brought you to us, and your activities on the Site. We may share your email address and contact details with instructors or teaching assistants.
- (ii) with other students and Instructors: Depending on your settings, your shared content and profile data may be publicly viewable, including to other students and instructors.
- (iii) with service providers, contractors, and agents: We share your Information with third-party companies who perform services on our behalf, like payment processing, data analysis, marketing and advertising services (including retargeted advertising), email and hosting services, and customer services and support. These service providers may access your Information and are required to use it solely as we direct, to provide our requested service.
- (iv) with business partners: We have agreements with other websites and platforms to distribute our Services and drive traffic to our Site. Depending on your location, we may share your data with these partners.
- (v) to administer promotions and surveys: we may share your data as necessary to administer, market, or sponsor promotions and surveys you choose to participate in, as required by applicable law (like to provide a winners list or make required filings), or in accordance with the rules of the promotion or survey.
- (vi) For Security and Legal Compliance: We may disclose your Information to third parties if we (in our sole discretion) have a good faith belief that the disclosure is:
  - (a) Permitted or required by law or judicial, governmental, or legal inquiry, order, or proceeding;
  - (b) Reasonably necessary to enforce our Terms of Use, Privacy Policy, and other legal agreements;
  - (c) Required to detect, prevent, or address fraud, abuse, misuse, potential violations of law (or rule or regulation), or security or technical issues; or

- (d) Reasonably necessary in our discretion to protect against imminent harm to the rights, property, or safety of the Company, our users, employees, members of the public, or our Services.
  - (e) 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.
- (vii) during a change in control: If the Company 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 Information to the successor organization during such transition or in contemplation of a transition (including during due diligence).

#### 4. SECURITY

We use appropriate security based on the type and sensitivity of Information being stored. We take that you understand that there is always a risk of unauthorized access to Information with internet enabled platforms. Your password is an important part of our security system, and it is your responsibility to protect it. We therefore request you to protect your password and to contact us as soon as possible if you suspect any unauthorized access to your Account. We shall take appropriate security measures to protect against unauthorized access, alteration, disclosure, or destruction of your Information.

#### 5. INFORMATION REVIEW

We request you to review the Information you provide to us from time to time to ensure that any Information or Sensitive Personal Information (as defined below) is not inaccurate or deficient. We are not responsible for the authenticity of any Information or Sensitive Personal information supplied by you. **Sensitive Personal Information** shall mean passwords and any other information that is classified as sensitive under Section 3 of the *Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011* (“**Rules**”).

We shall address any discrepancies and your grievances with respect to Information or Sensitive Personal Information within 30 days of identification of such discrepancies. The Company has a Grievance Officer for addressing such discrepancies. The details of the Grievance Officer have been provided under Section 13.

#### 6. INFORMATION RETENTION

We do not retain your Sensitive Personal Information for longer than is required for the purposes for which the information may be lawfully used. For any other content, we will entertain your request for deletion, however, there is a strong possibility that copies of any public content will be retained indefinitely in our systems, including in cached and archived pages of the Platform, or if other users have copied or saved that information. In addition, due to the nature of the internet, copies of your content, including content that you have removed or deleted from your account, may also exist elsewhere on the Internet and be retained indefinitely.

We may also retain Information where relevant for internal processing, analytical reasons, fraud monitoring, and in some cases on an anonymised/ de-identified basis.

#### 7. YOUR RIGHTS

You have the right around the use of your Information, including the option to opt out of promotional emails, cookies, and collection of your data by certain advertisement services. You can update or terminate your Account from within our Services, and can also contact us for individual rights requests about your Information.

You have a right to ask us to review, correct and amend the information we collect about you at any point in time. In addition, you also have the right to revoke your consent to the collection of your information going forward.

However, please note that revoking your consent may negatively affect your use of the Platform. For instance, we need access to your Account details so that you can access Services on the Platform, which functionality will not be available to you if you do not provide us such access. You may also ask us not to process your personal data for marketing purposes. You can exercise any of these rights at any time by contacting us at [contact@codingninjas.com](mailto:contact@codingninjas.com). However, we require a reasonable period of 30 (thirty) days to comply with any of your requests.

## **8. THIRD PARTY LINKS**

The Platform may, from time to time, contain links to and from the websites of our partner networks, advertisers, Affiliates and/or any other websites or mobile applications. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites or mobile applications.

## **9. THIRD-PARTY EMBEDS**

### What Are Third Party Embeds?

Some of the content that you see displayed on the Platform is not hosted by the Platform. These “embeds” are hosted by a third-party and embedded in the Platform. These files send data to the hosted site just as if you were visiting that site directly (for example, when you load a Platform post page with a YouTube video embedded in it, YouTube receives data about your activity).

### Privacy Concerns With Third Party Embeds

The Platform does not control what data third parties collect or what they will do with it. So, third-party embeds on the Platform are not covered by this Privacy Policy. They are covered by the privacy policy of the third-party service.

### Sharing Information With Third Party Embeds

Some embeds may ask you for Information, such as your email address, through a form. We do our best to keep bad actors off of the Platform. However, if you choose to submit your Information to a third party this way, we don't know what they may do with it. As explained above, their actions are not covered by this Privacy Policy. So, please be careful when you see embedded forms on the Platform asking for your email address or any other Information. Make sure you understand who you are submitting your Information to and what they say they plan to do with it. We suggest that you do not submit Information to any third-party through an embedded form.

## **10. CHANGES TO PRIVACY POLICY**

The Company may periodically update this Privacy Policy. We will post the updated Privacy Policy at this link. We will notify you from time to time to update you of any changes made to this Privacy Policy.

## **11. DISCLAIMER**

We follow best procedures and take security measures to protect your Information and try to prevent unauthorised access. However, we cannot guarantee the security of your Information transmitted to the Platform. You agree that any transmission on the Platform is at your own risk.

## **12. COMMUNICATIONS FROM US**

We may from time to time send you service-related announcements when we consider it necessary to do so (such as when we temporarily suspend the Platform for maintenance, or security, privacy, or administrative-related communications). We send these to you via SMS, email, push notifications and any other communication channel. You may not opt-out of these service-related announcements, which are not promotional in nature and used solely to protect your account and keep you informed of important changes to the Platform.

## **13. GRIEVANCE OFFICER**

The Company has a Grievance Officer to address your concerns regarding data safety, privacy, discrepancies and the usage of Platform. We will resolve the issues raised by you within 30 (thirty) days from receiving them. You may contact the Grievance Officer at:

Address: Mr. Kannu Mittal, Coding Ninjas, Plot no. 360, Kohat Enclave, Pitampura, New Delhi  
110034

Office Hours: 10:00 A.M. to 1:00 P.M., Monday to Friday.

Email: kannu@codingninjas.com

## INTELLECTUAL PROPERTY POLICY

This Intellectual Property Policy was last updated on Jan 22<sup>nd</sup>, 2020.

### Intellectual Property on the Platform

Any content on the Platform such as tests, live lectures, notes, assignments, documents and other materials by way of video, images, text, audio, along with other related graphics, software, maps, photos, sounds, logos, html files, and interactive features (**Content**), may be owned by Coding Ninjas or licenced to it by appropriate third parties. In addition, the Platform and Services are owned and operated by Coding Ninjas, and its licensors.

Our Platform would also display relevant logos, trademarks and service marks relating to the Services (including but not limited to the Coding Ninjas mark). We may display logos and marks relating to our third parties as we may display their Content, use their services, or enter into partnerships with such entities from time to time. We make no claims to such third party marks.

Additionally, our Platform elements such as look and feel among others protected by trade dress and other Indian and international intellectual property laws.

We would request for third parties to refrain from copying, reproducing, downloading, or distributing any such Content, or other intellectual property without our consent. Any action taken by you shall be at your own cost and liability and we aim to take all actions that are necessary to protect our rights. We may also suspend your account, withhold services, and forfeit your amounts due, in case we identify any such actions being taken by you.

### Third party Intellectual Party

Our Platform hosts Content and other intellectual property by third parties or developed for us by our partners. We are mindful of ensuring that all such content is original and not restricted in their use on our Platform. In addition, we hope to work with individuals to identify any such claims and resolve us issues in an efficient manner.

## 1. USE OF INFRINGED MATERIAL IN THE COURSE

We aim to ensure that an Instructor or any third party anyone else's work in your course material, such material should be cited appropriately. Instructors and third parties should obtain licences/ authorisation for Course content, if required.

## 2. HOW TO REPORT INFRINGEMENT

If you wish to report any Content/ Course that you think violates your copyright/ trademark, then please report us at [contact@codingninjas.com](mailto:contact@codingninjas.com), and provide the details required in the **Infringement Claim Form** at the end of this document. Before emailing, please note that:

- (i) We cannot process any claim that is not submitted by the owner of the copyright/ trademark or its designated agent. Therefore, we will ask you provide your signature to confirm that you are the copyright/ trademark owner or have authority to represent the copyright owner;
- (ii) Your copyright/ trademark right claim should provide the following information:
  - a. Your contact information, including your full legal name, an email address, physical address, and (optional) telephone number;

- b. you provide a sufficiently representative list of the original material (such as a URL where the material is located);
  - c. You add a declaration against perjury saying: “I declare, that the information in this complaint is accurate and that I am the copyright/ trademark owner or am authorized to act on the owner's behalf and I have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law”.
- (iii) Knowingly submitting a false or misleading claim of infringement is illegal and you may be held liable and have to pay damages as a result.
- (iv) There are types of content that are not protected by copyright such as short phrases (like business names, book titles, and slogans), intangible concepts (like processes, ideas, and recipes), or facts.

On receipt of the form, if we are satisfied from the details provided in the complaint that the copy of the work is an infringed copy, we shall endeavour to take down any infringing content from our Platform.

### **3. DESIGNATED AGENT CONTACT INFORMATION**

Designated agent for form of reported infringement can be contacted in the following manner:

Via Email: [contact@codingninjas.com](mailto:contact@codingninjas.com) and [kannu@codingninjas.com](mailto:kannu@codingninjas.com)



## Infringement Claim Form

S.NO.	DETAILS
1.	<b>What is your claim?</b>
2.	<b>Link to the content</b> Add links
3.	<b>Who is affected?</b>
4.	<b>How does it affect them?</b>
5.	<b>It hampers the right holder's ability to:</b>  <ul style="list-style-type: none"> <li>- Reproduce in any material form including storing of it by electronic means</li> <li>- Make copies to the public</li> <li>- Perform in public or, communicate in public</li> <li>- Record/ translate/ adapt the work</li> <li>- Sell/ rent the work</li> <li>- Other</li> </ul>
6.	<b>How else does this amount to infringement ?</b>
7.	<b>Who are you?</b>
8.	<b>Proof of relationship – contract / letter of authorisation / power of attorney etc</b> Email: Phone: Personal Name: Address: Landmark: City: Pincode: Country:
9.	<b>Verification (signature) (max 20mb)</b>
10.	<b>Any other details for upload</b>
11.	<b>Declaration</b>  I have a good faith belief that this complaint is true and correct and that I have taken all reasonable measures to verify my claim. The complaint is valid in law and does not meet any of the exceptions set out under Indian law. I have the power and authority to make this claim. My statements are correct. My claims are not with an aim to be frivolous or harass someone.