Check N Click Security and Privacy Policy

This document describes the privacy policy that is implemented at Check N Click Learning and Technologies Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 601, C1C2, Atlanta 2, New Wakad, Hinjewadi Link Road, Near Bank of Baroda, Pune 411057. Check N Click has been incorporated to carry on businesses in the areas of Education Services, Education Consulting, Education Technology Support, Multimedia Design, and allied areas.

It is essential for Check N Click that any information related to its or client's business or in any way concerning it, be treated as proprietary and kept strictly confidential by any party to whom such information is disclosed or made known.

In contemplation of the employment with Check N Click, discloses certain confidential trade, business, and scientific information to the employees only after signing an abiding Non-Disclosure Agreement.

Check N Click requires that all employees enter into a Non-Disclosure Agreement with Check N Click prior to commencement of employment.

The employees acknowledge that such confidential information is valuable and agrees that the same shall be kept confidential and non-circumvented by them.

1. **Recognition of Absolute Ownership:** Check N Click recognizes and admits that their clients/customers have an absolute, unrestricted, and exclusive ownership of the confidential or proprietary personal, technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets, which are shared with Check N Click for the purpose of rendering the required services. The client ownership extends to, but without limitation to other assets, such as concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers, and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, hardware, and information for the microcomputer and internet marketplace used during engagement with Check N Click.

   In this declaration, the term "Confidential Information" shall mean all information (including but not limited to graphic material, personal data of customer's clients, specifications, and other technical and business information and strategies) received by Check N Click under the terms and conditions of this Agreement whether or not identified either in writing or orally as "Confidential" at the time of its disclosure.

2. **Non-Disclosure:** At all times, during and after Check N Click's contract with its clients, Check N Click will not disclose to anyone outside Check N Click nor use for any purpose other than work within this employment:

   • Any confidential or proprietary technical, financial, marketing, manufacturing, distribution, or

other material

- Technical or business information or trade secrets of Check N Click, including but not limited to concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers, etc.
- Any information received from others which Check N Click is obligated to treat as confidential or proprietary or
- Any confidential or proprietary information which is circulated within Check N Click via its internal electronic mail system, intranet, or otherwise

3. **Use of Confidential Information:** Check N Click declares that all Confidential Information shared by customers will be saved on authenticated and secure systems and used for the purpose of rendering the required services. Check N Click will not disclose such information to any third party anywhere in the world or use such information for any purpose other than that for which such information has been waived to be non-confidential by the owner.

4. **Ownership of Inventions**: Check N Click shall offer all their right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein termed "Inventions") that Check N Click may solely or jointly conceive, write, encode, develop, or reduce to practice during the period of contract with the client. Check N Click will make prompt and full disclosure to its customers of any inventions.

5. **Third-Party Information**: Check N Click recognizes that it will receive confidential or proprietary information from its customers as well as third parties. Check N Click accepts that it is subject to a duty on its part to maintain the confidentiality of such information and to use it only for certain limited purposes, as requested by the client. During the term of their contract/agreement and thereafter, Check N Click will not disclose such confidential or proprietary information to anyone except as necessary in carrying out their work. Check N Click will not use such information for the benefit of anyone other than Check N Click or the customer who owns or exports the information.

6. **Return of Materials**: At the end of contract, Check N Click will return all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CDs, DVDs, tapes, DATA Drives, and any other material on any media containing or disclosing any confidential or proprietary technical or business information.

7. **Possession of Material for Execution of Duties:** Check N Click may be provided equipment, such as mobile telephone, laptop, Personal Computer, etc., to provide the services effectively. In the event of the severance of the contract, the Check N Click shall return the said material.

8. **Term of Contract:** Check N Click acknowledges that the delivery of services will be of mutually decided duration and that either Check N Click or the client will be free to terminate this relationship at will and at any time with or without cause and in accordance with the terms of the Master Agreement signed by the parties.

9. **Post-Contract:** After the contract period, Check N Click shall not use the material as a showcase in their portfolio either in public domain or a private presentation/communication with third parties.

10. **GDPR Clauses 4(d) and 5(c):** Check N Click works as per the security and privacy policies set as per client's preferences, which includes complying with GDPR if needed. To align with GDPR Clauses 4(d) and 5(c):

   - All employees sign an abiding NDA
   - All employees sign and adhere to security and privacy policies and accept use of company assets for official and instructed work only
   - Audits are conducted to ensure compliant software is used on all official assets

   These audits and processes ensure that we can manage and control specific privacy requirements pertinent to national and international data privacy laws for our systems that work with personal data.

   We continually impart or refresh education related to procedural processes and requirements for 'privacy by design'. These give us a foundation to implement and manage changes and review how changes in the system, software, and processes can impact data protection. The Leadership/Management personal assesses the risks and takes remedial actions if needed.

   Data supplied by data exporter shall be maintained for the duration of the agreement or retained for a period as applicable or defined in the Master Agreement. Upon termination or expiration of Data Exporter's Master Agreement, Data exporter's information shall be deleted from our database unless requested to be retained in the Master Agreement for the specified period. In addition, based on requests of Data Exporter or any of its employees, any data will be removed from our systems within 2 days of receipt of such request. Additionally, Check N Click is legally governed by the Information Technology Act 2000 by the government of India and will follow all rules laid down by the Government of India.