

Privacy Policy

THIS PRIVACY POLICY IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT. THIS PRIVACY POLICY DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND CISO CYBERSECURITY PVT. LTD ("CISO CYBERSECURITY") IN ELECTRONIC FORM, BY CLICKING ON THE "I ACCEPT" TAB OR BY USE OR THE WEBSITE OR BY OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND CISO CYBERSECURITY PVT. LTD FOR YOUR USE OF THE WEBSITE (DEFINED BELOW).

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THIS WEBSITE.

By providing us your Information or by making use of the facilities provided by the Website, You hereby consent to the collection, storage, processing and transfer of any or all of Your Personal Information and Non-Personal Information by CISO CYBERSECURITY as specified under this Privacy Policy. You further agree that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to you or any other person.

CISO Cybersecurity Private Limited and its subsidiaries and affiliates and Associate Companies and includes the brands DigiLearn and CISO Academy (individually and/ or collectively, " CISO CYBERSECURITY ") is/are concerned about the privacy of the data and information of users (buyers/customers/browsers whether registered or non- registered) accessing, or purchasing products or services on CISO CYBERSECURITY 's websites, mobile sites or mobile applications ("Website") on the Website and otherwise doing business with CISO CYBERSECURITY . "Associate Companies" here shall have the same meaning as ascribed in Companies Act, 2013.

The terms "We" / "Us" / "Our" individually and collectively refer to each entity being part of the definition of CISO CYBERSECURITY and the terms "You" / "Your" / "Yourself" refer to the users.

This Privacy Policy is a contract between You and the respective CISO CYBERSECURITY entity whose Website You use or access or You otherwise deal with. This Privacy Policy shall be read together with the respective Terms of Use or other terms and conditions of the respective CISO CYBERSECURITY entity and its respective Website or nature of business of the Website.

CISO CYBERSECURITY has provided this Privacy Policy to familiarize You with the type of data or information that You share with or provide to CISO CYBERSECURITY and that CISO CYBERSECURITY collects from You;

The purpose for collection of such data or information from You; CISO CYBERSECURITY 's information security practices and policies; and CISO CYBERSECURITY 's policy on sharing or transferring Your data or information with third parties.

This Privacy Policy may be amended / updated from time to time. Upon amending / updating the Privacy Policy, we will accordingly amend the date above. We suggest that you regularly check this Privacy Policy to apprise yourself of any updates. Your continued use of Website or provision of data or information thereafter will imply Your unconditional acceptance of such updates to this Privacy Policy.

1. Information Collected And Storage Of Such Information:

The Information (which shall also include data) provided by You to CISO CYBERSECURITY or collected from You by CISO CYBERSECURITY may consist of "Personal Information" and "Non-Personal Information".

1.1 Personal Information

Personal Information is Information collected that can be used to uniquely identify or contact You. Personal Information for the purposes of this Privacy Policy shall include, but not be limited to:

- I. Your name,
- II. Your address,
- III. Your telephone number,
- IV. Your e-mail address or other contact information,
- V. Your date of birth,
- VI. Your gender,
- VII. Information regarding your transactions on the Website, (including sales or purchase history),
- VIII. Internet Protocol address,
- IX. Identification code of your communication device which You use to access the Website or otherwise deal with any CISO CYBERSECURITY entity,
- X. Any other Information that You provide during Your registration process, if any, on the Website.
- XI. NO items of "sensitive personal data or information" as such term is defined under the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Of Information) Rules, 2011 enacted under the Information Technology Act, 2000 shall be collected;

Such Personal Information may be collected in various ways including during the course of You:

- I. Registering as a user on the Website,
- II. Availing certain services offered on the Website. Such instances include but are not limited to making an online purchase, participating in any online survey or contest, communicating with CISO CYBERSECURITY 's customer service by phone, email or otherwise or posting user reviews on the items available on the Website, or
- III. Otherwise doing business on the Website or otherwise dealing with any CISO CYBERSECURITY entity.

We may receive Personal information about you from third parties, such as social media services, commercially available sources and business partners. If you access Website through a social media service or connect a service on Website to a social media service, the information we collect may include your user name associated with that social media service, any information or content the social media service has the right to share with us, such as your profile picture, email address or friends list, and any information you have made public in connection with that social media service. When you access the Website or otherwise deal with any CISO CYBERSECURITY entity through social media services or when you connect any Website to social media services, you are authorizing CISO CYBERSECURITY to collect, store, and use and retain such information and content in accordance with this Privacy Policy.

1.2 Non-Personal Information

CISO CYBERSECURITY may also collect information other than Personal Information from You through the Website when You visit and / or use the Website. Such information may be stored in

server logs. This Non-Personal Information would not assist CISO CYBERSECURITY to identify You personally.

This Non-Personal Information may include:

- I. Your geographic location,
- II. details of Your telecom service provider or internet service provider,
- III. the type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.),
- IV. the operating system of Your system, device and the Website You last visited before visiting the Website,
- V. The duration of Your stay on the Website is also stored in the session along with the date and time of Your access,

Non-Personal Information is collected through various ways such through the use of cookies. CISO CYBERSECURITY may store temporary or permanent "cookies" on Your computer. You can erase or choose to block these cookies from Your computer. By accessing CISO CYBERSECURITY's website You agree to the download/storage of cookie's on your computer system. You can configure Your computer's browser to alert You when we attempt to send You a cookie with an option to accept or refuse the cookie. If You have turned cookies off, You may be prevented from using certain features of the Website.

Ads: CISO CYBERSECURITY may use third-party service providers to serve ads on CISO CYBERSECURITY 's behalf across the internet and sometimes on the Website. They may collect Non- Personal Information about Your visits to the Website, and Your interaction with our products and services on the Website.

Please do note that Personal Information and Non Personal Information may be treated differently as per this Privacy Policy. You hereby represent to CISO CYBERSECURITY that i the Information you provide to CISO CYBERSECURITY from time to time is and shall be authentic, correct, current and updated and You have all the rights, permissions and consents as may be required to provide such Information to CISO CYBERSECURITY. ii Your providing the Information to CISO CYBERSECURITY and CISO CYBERSECURITY 's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees.

CISO CYBERSECURITY and each of CISO CYBERSECURITY entities officers, directors, contractors or agents shall not be responsible for the authenticity of the Information that You or any other user provide to CISO CYBERSECURITY. You shall indemnify and hold harmless CISO CYBERSECURITY and each of CISO CYBERSECURITY entities officers, directors, contracts or agents and any third party relying on the Information provided by You in the event You are in breach of this Privacy Policy including this provision and the immediately preceding provision above.

Your Information will primarily be stored in electronic form however certain data can also be stored in physical form. We may store, collect, process and use your data in countries other than Republic of India but under compliance with applicable laws. We may enter into agreements with third parties (in or outside of India) to store or process your information or data. These third parties may have their own security standards to safeguard your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard your information / data.

2. Collection, Use And Processing Of Your Information

CISO CYBERSECURITY collects, uses, stores and processes Your Information for any purpose as may be permissible under applicable laws (including where the applicable law provides for such collection, usage, storage or processes in accordance with the consent of the user) connected with a function or activity of each of CISO CYBERSECURITY entities and shall include the following [Individually and collectively referred to as ("Purposes")]:

2.1 to facilitate Your use of the Website or other services of CISO CYBERSECURITY entities;

2.2 to respond to Your inquiries or fulfil Your requests for information about the various products and services offered on the Website;

2.3 to provide You with information about products and services available on the Website and to send You information, materials, and offers from CISO CYBERSECURITY;

2.4 to send You important information regarding the Website, and administrative information;

2.5 to send You surveys and marketing communications that CISO CYBERSECURITY believes may be of interest to You;

2.6 to personalize Your experience on the Website by presenting advertisements, products and offers tailored to Your preferences;

2.7 to help You address Your issues encountered on the Website including addressing any technical issues;

2.8 if You purchase any product or avail of any service from the Website, to complete and fulfil Your purchase, for example, to have Your payments processed, communicate with You regarding Your purchase and provide You with related customer service;

2.9 for proper administration of the Website;

2.10 to conduct internal reviews and data analysis for the Website (e.g., to determine the number of visitors to specific pages within the Website);

2.11 to improve the services, content and advertising on the Website;

2.12 to provide value added services such as Single Sign On. Single Sign On shall mean a session/user authentication process that permits a user to enter his/her name or mobile number or e-mail address or any combination thereof and password in order to access multiple websites and applications;

2.13 to facilitate various programs and initiatives launched by CISO CYBERSECURITY or third party service providers and business associates

2.14 to analyze how our services are used, to measure the effectiveness of advertisements, to facilitating payments

2.15 to conduct academic research and surveys

2.16 to protect the integrity of the Website;

2.17 to respond to legal, judicial, quasi-judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;

2.18 to conduct analytical studies on various aspects including user behavior, user preferences etc.;

2.19 to permit third parties who may need to contact users who have bought products from the Website to facilitate installation, service and any other product related support;

2.20 to implement information security practices;

2.21 to determine any security breaches, computer contaminant or computer virus;

2.22 to investigate, prevent, or take action regarding illegal activities and suspected fraud,

2.23 to undertake forensics of the concerned computer resource as a part of investigation or internal audit;

2.24 to trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of law including the Information Technology Act, 2000 that is likely to have an adverse impact on the services provided on any Website or by CISO CYBERSECURITY;

2.25 to enable a potential buyer or investor to evaluate the business of CISO CYBERSECURITY (as further described in paragraph 7 of the Privacy Policy).

You hereby agree and acknowledge that the Information so collected is for lawful purpose connected with a function or activity of each of the CISO CYBERSECURITY entities or any person on their respective behalf, and the collection of Information is necessary for the Purposes.

3. Sharing And Disclosure Of Your Information

3.1 You hereby unconditionally agree and permit that CISO CYBERSECURITY may transfer, share, disclose or part with all or any of Your Information, within and outside of the Republic of India to various CISO CYBERSECURITY entities and to third party service providers / partners / banks and financial institutions for one or more of the Purposes or as may be required by applicable law.

3.2 CISO CYBERSECURITY may share statistical data and other details (other than Your Personal Information) without your express or implied consent to facilitates various programs or initiatives launched by CISO CYBERSECURITY, its affiliates, agents, third party service providers, partners or banks & financial institutions, from time to time. We may transfer/disclose/share Information (other than Your Personal Information) to those parties who support our business, such as providing technical infrastructure services, analyzing how our services are used, measuring the effectiveness of advertisements, providing customer / buyer services, facilitating payments, or conducting academic research and surveys. Notwithstanding the above, We use other third parties such as a credit/debit

card processing company, payment gateway, pre-paid cards, payment wallet etc. to enable You to make payments for buying products or availing services on CISO CYBERSECURITY via an online purchase. At present We use the services of CC Avenue to facilitate your purchases. The processing of payments or authorization is solely in accordance with these third party policies, terms and conditions and we are not in any manner responsible or liable to You or any third party for any delay or failure at their end in processing the payments. You are required to review the CC Avenue policies for any further clarifications in this regard.

3.3 CISO CYBERSECURITY may also share Personal Information if CISO CYBERSECURITY believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of various terms and conditions or our policies.

3.4 We reserve the right to disclose Your Information when required to do so by law or regulation, or under any legal obligation or order under law or in response to a request from a law enforcement or governmental agency or judicial, quasi-judicial or any other statutory or constitutional authority or to establish or exercise our legal rights or defend against legal claims.

3.5 You further agree that such disclosure, sharing and transfer of Your Personal Information and Non-Personal Information shall not cause any wrongful loss to You or to any third party, or any wrongful gain to us or to any third party.

4. Links To Third Party Websites

4.1 Links to third-party advertisements, third-party websites or any third party electronic communication service may be provided on the Website which are operated by third parties and are not controlled by, or affiliated to, or associated with, CISO CYBERSECURITY unless expressly specified on the Website.

4.2 CISO CYBERSECURITY is not responsible for any form of transmission, whatsoever, received by You from any third party website. Accordingly, CISO CYBERSECURITY does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such third party websites, nor does CISO CYBERSECURITY control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such third party websites. The inclusion or exclusion does not imply any endorsement by CISO CYBERSECURITY of the third party websites, the website's provider, or the information on the website. The information provided by You to such third party websites shall be governed in accordance with the privacy policies of such third party websites and it is recommended that You review the privacy policy of such third party websites prior to using such websites.

5. Security & Retention

5.1 The security of your Personal Information is important to us. CISO CYBERSECURITY strives to ensure the security of Your Personal Information and to protect Your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, CISO CYBERSECURITY adopts commercially reasonable electronic, physical and procedural controls which may include internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where CISO CYBERSECURITY stores Your Personal Information. Each

of the CISO CYBERSECURITY entities shall adopt reasonable security practices and procedures as mandated under applicable laws for the protection of Your Information. You hereby waive and release all CISO CYBERSECURITY entities from any claim of damages under contract or under tort.

5.2 At present CISO CYBERSECURITY does not store your credit card information, and all online purchasing is undertaken under the sole liability and responsibility of the payment gateways such as CCAvenue.

5.3 CISO CYBERSECURITY may share Your Information with third parties under a confidentiality agreement which inter alia provides for that such third parties not disclosing the Information further unless such disclosure is for the Purpose. However, CISO CYBERSECURITY is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information. CISO CYBERSECURITY is not liable for any loss or injury caused to You as a result of You providing Your Personal Information to third party (including any third party websites, even if links to such third party websites are provided on the Website).

5.4 Notwithstanding anything contained in this Policy or elsewhere, CISO CYBERSECURITY shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event A "Force Majeure Event" shall mean any event that is beyond the reasonable control of CISO CYBERSECURITY and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer, computer system or computer network,, computer crashes, breach of security and encryption (provided beyond reasonable control of CISO CYBERSECURITY), power or electricity failure or unavailability of adequate power or electricity.

5.5 While We will endeavor to take all reasonable and appropriate steps to keep secure any Personal Information which We hold about You and prevent unauthorized access, You acknowledge that the internet or computer networks are not fully secure and that We cannot provide any absolute assurance regarding the security of Your Personal Information.

5.6 You agree that all Personal Information shall be retained till such time required as required by CISO CYBERSECURITY. Non-Personal Information will be retained indefinitely.

6. User Discretion And Opt Out

6.1 You agree and acknowledge that You are providing your Information out of your free will. In such case, You should neither visit any Website nor use any services provided by CISO CYBERSECURITY entities nor shall contact any of CISO CYBERSECURITY entities. Further, CISO CYBERSECURITY may not deliver products to You, upon Your order, or CISO CYBERSECURITY may deny you access from using certain services offered on the Website.

6.2 You can add or update Your Personal Information on regular basis. Kindly note that CISO CYBERSECURITY would retain Your previous Personal Information in its records.

6.3 If you find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of Your Personal Information under this Privacy Policy or any terms of CISO CYBERSECURITY 's Terms of Use, Term of Sale and other terms and conditions or policies of any CISO CYBERSECURITY entity, please send mail to: info@cisocybersecurity.com

The details of the grievance officer may be changed by us from time to time by updating this Privacy Policy.

7. Business / Assets Sale Or Transfers

7.1 CISO CYBERSECURITY may sell, transfer or otherwise share some or all of its assets, including Your Information in connection with a merger, acquisition, reorganization or sale of assets or business or in the event of bankruptcy. Any third party to which any CISO CYBERSECURITY entity transfers or sells as aforesaid will have the right to continue to use the Information that you provide to us or collected by us immediately prior to such transfer or sale.

7.2 You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.

8. Further Acknowledgements

That You acknowledge that

8.1 the present document is clear and easily accessible and provides statements of CISO CYBERSECURITY policies and practices with respect to the Information;

8.2 The trademarks, logos and service marks displayed on the Website ("Marks") are the property of CISO CYBERSECURITY or their vendors or respective third parties. You are not permitted to use the Marks without the prior consent of CISO CYBERSECURITY, the vendor or the third party that may own the Marks.

8.3 the present document provides for the various types of personal or sensitive personal data of information to be collected;

8.4 the present document provides for the purposes of collection and usage of the Information;

8.5 the present document provides for disclosure of Information; and

8.6 the present document provides for reasonable security practices and procedures.