

## **WELCOME TO SAWAN DIGITAL ENGLISH!**

These Terms & Conditions (“**Terms**”) of (a) use of our website [www.sawanenglishinstitute.com](http://www.sawanenglishinstitute.com) (“**Website**”), our applications (“**Application**”) or any products or services in connection with the Application/, Website/products (“**Services**”) or (b) any modes of registrations or usage of products, including through SD cards, tablets or other storage/transmitting device are between E – Sawan Institute of English Language (“**Institution/We/Us/Our**”) and its users (“**User/You/Your**”).

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time.

Please read the Terms and the privacy policy of the Institution (“**Privacy Policy**”) with respect to registration with us, the use of the Application, Website, Services and products carefully before using the Application, Website, Services or products. In the event of any discrepancy between the Terms and any other policies with respect to the Application or Website or Services or products, the provisions of the Terms shall prevail.

Your use/access/browsing of the Application or Website or the Services or products or registration (with or without payment/with or without subscription) through any means shall signify Your acceptance of the Terms and Your agreement to be legally bound by the same.

If You do not agree with the Terms or the Privacy Policy, please do not use the Application or Website or avail the Services or products. Any access to our Services/Application/products through registrations/subscription is non transferable.

1. Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are proprietary property of the Institution (“**Proprietary Information**”). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Institution and nothing on this Application or Website or Services shall be or products deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Institution, to the User. You may own the medium on which the information, content or materials resides, but the Institution shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Institution on such medium. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You are not permitted to use the same without the consent of the respective third party.
2. Your use of our products, Website, Application and Services is solely for Your personal and non-

commercial use. Any use of the Application, Website, Services or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products and / or our Services shall be subjected to the following restrictions:

- a. You may not decompile, reverse engineer, or disassemble the contents of the Application and / or our Website and/or Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or our Website and/or Services/ products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or and / or our Website and/or Services/products.
- b. You will not (a) use this Application and / or our Website and/or any of our product/s or Service/s for commercial purposes of any kind, or (b) advertise or sell the Application or any products, Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application and / or Website/ our products and Services in any way that is unlawful, or harms the Institution or any other person or entity as determined by the Institution.
- c. No User shall be permitted to perform any of the following prohibited activities while availing our Services:
  - i. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - ii. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
  - iii. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
  - iv. Interfering with any other person's use or enjoyment of the Application/Website/ Services;
  - v. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
  - vi. Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
  - vii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
  - viii. Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Application/services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;

- ix. Access or use the Application/Website/Services/products in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;
  - x. Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms;
  - xi. Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;
  - xii. Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
  - xiii. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or monitor any portion of the Application/Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/ Website/Services/products;
  - xiv. Alter or modify any part of the Services;
  - xv. Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
  - xvi. Violate any of the terms specified under the Terms for the use of the Application / Website/Services/products.
3. By submitting content on or through the Services (your "Material"), you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Material in any and all media or distribution methods (now known or later developed) and to associate your Material with you, except as described below. You agree that others may use Your Material in the same way as any other content available through the Services. Other users of the Services may fork, tweak and repurpose your Material in accordance with these Terms. If you delete your user account your Material and name may remain available through the Services
  4. In the preparation of the Application/Website/Services/products and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Institution disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application. Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly. Institution also reserves

the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Institution nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Application/Website/Services/products for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

5. Our Website provides Users with access to compiled educational information and related sources. Such information is provided on an As Is basis and We assume no liability for the accuracy or completeness or use or non obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Website. We would not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information. From time to time the Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to the Website from another website or document without the Institution's prior written consent.
6. The contents of the Application/Services/products are developed on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. The usage of the Application/Services/products is not endorsed as a substitution to the curriculum based education provided by the educational institutions but is intended to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding. The basic definitions and formulae of the subject matter would remain the same. The Institution acknowledges that there are various means of delivering structured curriculum pedagogy and inclusion of methods in the Application/Services/products does not imply endorsement of any particular method nor exclusion imply disapproval. Subscription to the Application or usage of our Services/Website/products does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.
7. Certain contents in the Application/Services/Website/products (in particular relating to assistance in preparations for administrative services) may contain opinions and views. The Institution shall not be responsible for such opinions or any claims resulting from them. Further, the Institution makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
8. Some parts of the Services are interactive, and we encourage contributions by Users, which may or may not be subject to editorial control prior to being posted. The Institution accepts no responsibility or liability for any material communicated by third parties in this way. The Institution reserves the right at its sole discretion to remove, review, edit or delete any content. Similarly, We will not be responsible or liable for any content uploaded by Users directly on the Website, irrespective of whether We have certified any answer uploaded by the User. We would not be responsible to verify whether such questions/answers or contents placed by any User contain infringing materials or not.

9. The Institution may, based on any form of access to the Application (including free download/trials) or Services or Website or registrations through any source whatsoever, contact the User through sms, email, Whatsapp and call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail, Whatsapp and holds the Institution indemnified against any liabilities including financial penalties, damages, expenses in case the User's mobile number is registered with Do not Call (DNC) database. By registering yourself, you agree to make your contact details available to Our employees, associates and partners so that you may be contacted for education information and promotions through telephone, SMS, email, Whatsapp etc.
10. While the Institution may, based on the User's confirmation, facilitate the demonstration of its products at the location sought by the User, the User acknowledges that he/she has not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that User has relied solely on the investigations, examinations and inspections as the User has chosen to make and that the Institution has afforded the User the opportunity for full and complete investigations, examinations and inspections.
11. Upon registration through any means whatsoever, the Institution may contact You through the registered mobile number or e-mail or any other mobile number or contact number or email provided by You to enable effective provision of Services. The User expressly permits the Institution to contact him/her and the student utilising the Services, through the above mentioned means at any time post registration. -. Further, the Institution shall have the right to monitor the download and usage of the Application/Services/products and the contents thereof by the User/student, to analyze such usage and discuss the same with the User/student to enable effective and efficient usage of the Services. The User expressly permits the Institution to clear the doubts of the student using the Application/Services/online portal by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with the student and mentoring the student through telephone or e-mail on express consent of the legal guardian/parent of the User or through any other forum.
12. While the Institution has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from User relating to the same is most welcome and Institution reserves the right and discretion to take any action in this regard.
13. Access to certain elements of the Services including doubt clearance, mentoring services etc may be subject to separate terms, conditions and fair usage policy. The Institution reserves the right to determine the criteria for provision of various elements of Services to the different categories of Users based on its policies. Hence, subscription to the Application/products or registrations do not automatically entitle the User to any and all elements of Services provided by the Institution and the Institution shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.

14. The institution may conduct competitions from time to time and you agree to allow the institution to use the submissions by you including but not limited to videos, written content, craft work etc for promotional purposes. All rights will be reserved by the institution for usage of such submissions by you. You additionally permit the institution to use every kind of information submitted by you like photos, videos etc. for promotional campaigns as it so pleases and you will cease to have any rights on the same once your submissions are made to the institution.
15. The Institution's products and / or Services, including the Application and content, are compatible only with certain devices/tablets/instruments/hardware < . The Institution shall not be obligated to provide workable products and / or services for any instruments that are not recognized by the Institution or those instruments that may be purchased from any third party which are not compatible with the Institution's products and Services. The institution reserves the right to upgrade the table/ type of compatible devices as required from time to time.
16. The Institution shall have no responsibility for any loss or damage caused to tablet or any other hardware and / or software and/or instrument, including loss of data or effect on the processing speed, resulting from Your use of our products and Services.
17. You have to specify the address to which the shipment has to be made at the time of purchase. All product(s) shall be delivered directly to the address as specified at the point of ordering and You cannot, under any circumstances whatsoever, change the address after the order is processed. In case of any change in the address, You need to specify the same to us in writing well in advance to the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s).
18. (a) For return of product(s) damaged at the time of delivery, the shipping charges shall be borne by the Institution. However, for return any of the product(s) for any other reasons, it shall be the responsibility of the User to arrange for the return of such cancelled product(s) and the shipping charges shall be borne by such User. (b) We request You not to accept any product package that seems to be tampered with, opened or damaged at the time of delivery. The products must be returned in the same condition as delivered by the Institution. Any products returned showing signs of any use or damage in any manner shall not be accepted for return. (c) All requests for return of products have to be placed within 7 (seven) days from the date of delivery. Please note that no refunds shall be claimed or will be entertained post 7 (seven) days from the date of delivery.
19. You acknowledge that the Institution is not the manufacturer of the instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging and the Institution shall not be in any manner responsible for the same. The Institution does not provide any guarantee or warranty relating to the instrument/medium/hardware
20. In order to encourage Customer Retention and Loyalty, Sawan Institute of English Language encourages its Customers, Fintech Partners and other stakeholders to refer customers to buy Sawan Institute of English Language Products & Services. Institution at its option can pay referral bonus subject to applicable laws. Since this is an optional selective policy of the Institution, the decision

of the Institution is final and the same cannot be either disputed or challenged. It should be noted with abundant caution that no Customer, Fintech Partner or other stake holder shall do business with the Institution in anticipation of such Bonus. Institution shall not be held responsible if some Customer has done business with the objective of getting referral bonus as Bonus paid by the Institution is purely dependent on its own discretion based on internal parameters and various demographic and economic factors. The following may be noted:-

- a. It is Your sole responsibility to ensure that the account information provided by You is accurate, complete and latest.
- b. You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under Your account. You agree to (a) ensure that You successfully log out from Your account at the end of each session; and (b) immediately notify the Institution of any unauthorized use of Your account. If there is reason to believe that there is likely to be a breach of security or misuse of Your account, we may request You to change the password or we may suspend Your account without any liability to the Institution, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from Your failure to comply with this provision.
- c. You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and the Institution cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, the Institution shall not be liable to You for any damages arising from Your inability to log into Your account and access the services of the Application at any time.

21. Persons who are “competent/capable” of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Application and all Our products or Services. Persons who are minors, un-discharged insolvents etc. are not eligible to register for Our products or Services. As a minor if You wish to use Our products or Services, such use shall be made available to You by Your legal guardian or parents, who has agreed to these Terms. In the event a minor utilizes the Application/Website/Services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents. The Institution will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application or any of Our products or Services that may occur by virtue of any person including a minor registering for the Services/products provided. By using the products or Services You warrant that all the data provided by You is accurate and complete and that student using the Application has obtained the consent of parent/legal guardian (in case of minors). The Institution reserves the right to terminate Your subscription and / or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your parent/legal guardian or any information provided by You is inaccurate. You acknowledge that the Institution does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any Information about themselves or their parents and other family members on the Application.

22. You agree to defend, indemnify and hold harmless the Institution, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the Application/Website/Services; (ii) Your violation of any term of these Terms or any other policy of the Institution; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your use of the Application/Website/Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.
23. In no event shall the Institution, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.
24. In the event of Your breach of these Terms, You agree that the Institution will be irreparably harmed and may not have an adequate remedy in money or damages. The Institution therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Institution's right to obtain such relief shall not limit its right to obtain other remedies.
25. Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts apart from any legal remedy that the Institution can avail. In such instances, the Institution may also disclose Your Account Information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.
26. The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in Bangalore and You hereby accede to and accept the jurisdiction of such courts.
27. The Institution has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Institution has the right to amend these Terms from time to time without prior notice to you. The Institution makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Institution shall not be liable to You or any third party for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.
28. DISCLAIMER : this website, the application and the services are provided on an "as is" basis with all faults and without any warranty of any kind. the institution hereby disclaims all warranties and conditions with regard to the website, application/products and the services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness, performance, completeness, suitability and non-infringement. additionally, the institution shall not be liable for any damages arising out



of or in connection with the use or performance of this site, or the application or the services. your use of any information or materials on this website/application/services/products is entirely at your own risk, for which we shall not be liable. it shall be your own responsibility to ensure that services provided by us meet your specific requirements.

## 29. **General Provisions** :

- a. **Notice:** All notices served by the Institution shall be provided via email to Your account or as a general notification on the Application. Any notice to be provided to the Institution should be sent to support@sawanenglishinstitute.com.
- b. **Entire Agreement:** The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Institution and You with respect to Your access to or use of the Application, Website and the Services thereof.
- c. **Assignment:** You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. The Institution's rights under the Terms are freely transferable by the Institution to any third parties without the requirement of seeking Your consent.
- d. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- e. **Waiver:** Any failure by the Institution to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Institution of that provision or right.
- f. **Relationship:** You acknowledge that Your participation on the Application, does not make You an employee or agency or partnership or joint venture or franchise of the Institution.
- g. The Institution provides these Terms so that You are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that, the Institution has given You a reasonable opportunity to review these Terms and that You have agreed to them.

## 30. **Feedback** :

- a. Any feedback You provide with respect to the Application shall be deemed to be non-confidential. The Application shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) the Institution is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Application may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from the Institution for the feedback under any circumstances, unless specified.
- b. Under no circumstances shall the Institution be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.

## 31. **Customer Care** :

We make all best endeavors to provide You with a pleasant experience. In the unlikely event that You face any issues, Please contact us at support@sawanenglishinstitute.com.

## **NUMBER CHANGE, DISCOUNTS & REFUND POLICY**

Thanks for shopping at Sawan Digital English. If you are not entirely satisfied with your purchase, we're here to help.

### **Number Change**

1. If you have purchased two courses on the same number, then you have 7 calendar days to make a request for number change. Request after 7 days from the date of purchase for change in number or transfer of course to another number will not be considered.
2. If you have purchased one course then number change or transfer of course to another number requests shall not be considered.

### **Discounts**

1. Sawan Institute of English Language reserves the right to amend discounts and the way in which they are calculated without prior notice. It also reserves the right to amend the Validity dates of the discounts.
2. Sawan Institute of English Language reserves the right to suspend or terminate any offers / discounts or alter the terms and conditions stated herein at any time without prior notice. The Price on Store may or may not reflect the price after discount. Offers cannot be combined for additional discounts.

### **Returns**

1. You have 48 hours to return an e-course **under special circumstances** from the date you purchased it. A Refund Request will be deemed valid only if it is made through an email to support@sawanenglishinstitute.com within 48 hours of purchase. No Refund requests would be entertained after 48 hours from the date of purchase.

### **Refunds**

1. If your return is approved, we will initiate a refund to your original method of payment. You will receive the credit within a certain amount of days (minimum 5-7 working days), depending on your card issuer's policies.

### **Banking Charges**

- 1.2 You will be responsible for paying for your own banking charges for returning your e- course. Banking costs are non-refundable. If you receive a refund, the cost of banking will be deducted from your refund.

### **Contact Us**

1. For Further assistance please contact us on support@sawanenglishinstitute.com

## **SAWAN DIGITAL ENGLISH PRIVACY POLICY**

www.sawanenglishinstitute.com is a part of Sawan Institute of English Language (“Sawan”/”we”).

This privacy policy sets out how Sawan Institute of English Language uses and protects any information of a person who visits the website www.sawanenglishinstitute.com (“Website”) from a computer, mobile device, tablet or through any other existing device or any device that may be developed in future through which the website is accessible and provide information to Sawan Institute of English Language (the “Visitor”/”You”). By accessing www.sawanenglishinstitute.com, you agree to the collection and use of your data by Sawan Institute of English Language in the manner provided in this Privacy Policy. As the services of www.sawanenglishinstitute.com evolve, we may revise this policy, therefore you are advised to please check this policy frequently.

### **CONSENT**

If you do not wish to provide your information or you are not agreeable to the use of your information by us as stated below, you are requested not to use the Website i.e. www.sawanenglishinstitute.com. By accessing this Website and any of its pages, you are agreeing to the terms set out below and shall be bound by the same.

*If you are under 14 years of age, your parent’s consent is essential for your use of the website, as your access to website will allow us to collect your personal information and deal with it in accordance with this privacy policy. If a parent revokes consent at any time, we may stop a child’s participation in an activity on the website.*

We endeavor to safeguard and protect the Visitor’s privacy.

We believe that it is necessary to post a privacy statement with respect to the information of visitors and others who visit the Website. The information shared with us will be treated as private. We also desire to say explicitly that adequate precautions have been taken to protect information relating to visitors and their information available with us.

Please be assured that Customer’s confidentiality and privacy are of utmost concern to us.

### **Who is covered by this Policy?**

All persons who visit the Website and provide information online to us, are covered under this Policy. This Policy does not cover the information provided through other modes of communication to us.

This Privacy Policy covers Personally identifiable information (“PII”) collected from users / visitors of the Website, as well as consumer information that we acquire in the course of our business. This privacy policy has been compiled to better serve those who are concerned with how their PII is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to

identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our Website.

### **What personal information do we collect from You?**

We collect information from you regarding name, addresses, age, email addresses, etc. and demographic information including preferences, interests, etc., to conduct Sawan Institute of English Language's business and to operate the Website.

We also track information like the domain name from which you connect with us, the pages you request, the service you avail, the referring website, and the time that you spent on the Website. We collect information of IP addresses, the type of operating system that your computer uses, and the type of browser software used by you. From the IP address, we can determine the Internet Service Provider and the geographic location of your point of connectivity. This is done to protect ourselves.

We may also collect the following information about:

1. The pages you visit/access.
2. The links you click on our Website.
3. The number of times you access the page.
4. Things you view and purchase and subscribe to.
5. Other websites you open simultaneously while browsing on ours.

By providing email address, telephone numbers and other contact information, you are agreeing that we may contact by one or more of the modes of communications.

### **When do we collect information?**

We collect information from you when you register or enter information on our Website.

### **What we do with the gathered information?**

The use / purpose for which any information collected from the Visitor, through the Website, will vary depending upon the circumstances. Broadly, they may comprise all or any one or more of the following purposes (but shall not be restricted to):

1. To use the information for internal record keeping;
2. To use the information to improve our products and services;
3. To use the information for normal business functioning;
4. To send periodically promotional communication about new products, special offers or other information, which Sawan Institute of English Language thinks the Visitor, may find interesting;
5. To contact the Visitor periodically for market research purposes. We may contact the Visitor by email/post or by any other suitable mode of communication.
6. We may use the information to customize the Website according to the Visitors' interests.

7. For specific business purposes.
8. Administer your accounts and to protect your records.
9. Comply with all applicable laws and regulations.
10. To comply with laws, guidelines and regulations that govern the internet based services in the country.
11. To personalize user's experience and to allow us to deliver the type of content and product offerings in which you are most interested.
12. To send periodic emails regarding your order or other products and services.

### **Access to the collected information and its protection**

The access to the information provided through the Website would only be given to authorized employees or other Sawan Institute of English language group companies or affiliates or authorized agents or service providers for normal business purposes, only on 'need to know' basis.

Our Website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our Website as safe as possible.

We follow best security practices to help prevent unauthorized access to confidential information about visitors. Our endeavor is to ensure that information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable systems and procedures to safeguard and secure the information that is collected online. We may also work with third parties for Web traffic analysis to research certain usage and activities on the Website. The Web analysis software is used to find out more about the Visitor, including the Visitor demographics, behaviour and usage patterns, for more accurate reporting and to improve the effectiveness of Sawan Institute of English Language's' marketing.

However, in the case of abuse or breach of security, we shall not be responsible for any breach of security or for any actions of any third parties which receive the information illegally.

### **Do we use 'cookies' or "web beacons"?**

To enhance your online experience, our Website uses a software technology called "cookies" or similar technologies. Cookies are small text files placed in visitors' computer browsers to store their preferences. Cookies do not contain any personally identifiable information. Although cookies could enable us to relate a visitor's use of our Website and the Internet to personal information that the visitor has provided, such as an e-mail address, we do not use cookies in connection with personal information with one exception: for some activities, we use session cookies to ensure that visitors under the age of 14 provide a parental email address. We do use cookies to determine how many visitors we have and how often they visit various sections of our Website and to improve or customize the content, offerings and/or advertisements on our Website. For example, we may use cookies to personalize your experience at our Website (e.g., to recognize you by your user name when you return to a website), and to enable use of shopping carts on our Website and to help us compile aggregate data about website traffic and website interaction so that we can offer better website experiences and tools in the future.

We, our third party service providers and/or our partners also may use cookies to manage and measure the performance of advertisements displayed on or delivered by or through the Website and Apps. This also helps us, our service providers and partners provide more relevant advertising. For more information regarding third-party ad servers, see “Third Party Links” below.

“Web beacons” or clear .gifs or similar technologies are small pieces of code placed on a web page to monitor the behavior and collect data about the visitors viewing a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page. We, our third party service providers and/or our partners may use web beacons on our Website or Apps from time to time for this and other purposes.

You can change your privacy preferences regarding the use of cookies and similar technologies through your browser settings. You may set your browser to accept all cookies, block certain cookies, require your consent before a cookie is placed in your browser, or block all cookies. Blocking all cookies will affect your online experience and may prevent you from enjoying the full features offered at our Website. Each browser is a little different, so please consult the “Help” menu of your browser to learn the correct way to modify your cookies and for more information.

### **Third Party Disclosure**

We do not sell, trade, or otherwise transfer to outside parties your PII.

However, we may be required, from time to time, to disclose the Visitor’s information to Governmental, Regulatory or judicial bodies or any person to whom we are under an obligation to make disclosure under the requirements of any law or terms of service agreement between you and us, if any.

We do not release customer information except as directed by law or as per your mandate.

We do not share specific information about customer accounts or other personally identifiable data with non-affiliated third parties for their independent use unless:

1. The information is provided to help complete a transaction initiated by you.
2. We need to send the information to companies who work on behalf of us to provide a product or service to you.
3. You request or authorize it.
4. The disclosure is required by/or directed by law.
5. You have been informed about the possibility of such disclosure for marketing or similar purposes through a prior communication and have been given the opportunity to decline.

### **Third party links**

Our Website may contain links to other websites of your interest including those of sponsors and advertisers, whose information practices may be different from ours. Sometimes these third party websites might conduct contests or sweepstakes that are promoted on our Website. Visitors should consult those other third party websites’ privacy policies and terms of use, since those websites are

not covered by our Privacy Policy and may follow different procedures. Please note that once the Visitor opts to link to other websites, we shall not be responsible for protection of further disclosure of information and this Privacy Policy / statement ceases to be applicable for such disclosure of information. The Visitor is therefore advised to exercise caution and look at the privacy statement applicable to those websites.

Similarly, link of the Website may be available on various other third party websites. However, we shall not be responsible to the contents and material of such other websites. If any person provides its information on other websites, where link of our Website or our logo is available, we shall not be responsible to any acts or omissions committed by third party websites including but not limited to data theft, misuse of information of such person.

### **California Online Privacy Protection Act**

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy (<http://consumercal.org/california-online-privacy-protection-act-caloppa/>).

### **According to CalOPPA we agree to the following**

1. Users can visit our Website anonymously.
2. Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our Website.
3. Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.
4. Users will be notified of any privacy policy changes on our Privacy Policy Page.
5. Users are able to change their personal information by logging in to their account.

### **How does our Website handle do not track signals?**

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place

### **Does our Website allow third party behavioral tracking?**

It's also important to note that we do not allow third party behavioral tracking

### **COPPA (Children Online Privacy Protection Act)**

When it comes to the collection of personal information from children under 13 years of age, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade

Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not collect information from children under 13 years of age.

**In order to remove your child's information please contact the following personnel**

Parents can review, delete, manage or refuse with whom their child's information is shared through contacting us directly or contacting us directly.

**Fair Information Practices**

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

1. We will notify the users via email within 7 (seven) business days.
2. We will notify the users via in website notification within 7 (seven) business days.
3. We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

**CAN SPAM Act**

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to send information, respond to inquiries, and/or other requests or questions.

In accordance with CANSPAM we agree to the following:

1. Not use false, or misleading subjects or email addresses.
2. Identify the message as an advertisement in some reasonable way.
3. Include the physical address of our business or Website headquarters.
4. Monitor third party email marketing services for compliance, if one is used.
5. Honor opt-out/unsubscribe requests quickly.



7. Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at [?] and we will promptly remove you from ALL correspondence.

### **Contact Us**

If you have any questions, comments or concerns regarding our Privacy Policy and/or practices, please contact us at the following e-mail address, mailing address and telephone number:

Email: [\*\*support@sawanenglishinstitute.com\*\*](mailto:support@sawanenglishinstitute.com)

### **Note to Parents**

The internet offers a world of opportunity for children. Your guidance and involvement are essential to help ensure that children have a safe and rewarding online experience. Your efforts to instill responsible information practices will help steer your children to age-appropriate websites, and will go a long way toward ensuring that your children have enriching experiences in content provided online, mobile or on other digital platforms or environments.

**IMPORTANT :** Sawan Institute of English Language reserves its right to amend the present Privacy Policy at any time and will place such amended Privacy Policy, if any, on the Website. This Privacy Policy is neither intended to nor does it create any contractual rights whatsoever or any other legal rights, nor does it create any obligations on Sawan Institute of English Language in respect of any other party or on behalf of any party nor does it obliges Sawan Institute of English Language to provide any particular service to the Visitor.

If you do not wish to provide your information or you are not agreeable to the use of your information by us as stated above, you are requested not to use the Website. By accessing our Website and any of its pages, you are agreeing to the terms set out above and shall be bound by the same.

Thank you for choosing Sawan Institute of English Language and [\*\*www.sawanenglishinstitute.com\*\*](http://www.sawanenglishinstitute.com).