

PRIVACY POLICY FOR USERS

Updated Feb 13, 2025

Vegacap Consultants Pvt Ltd ("**Company**") owns and operates the interactive website **www.vegacapltd.com**, (collectively and individually referred to as the "**Platform**"). We have created this Privacy Policy ("Privacy Policy") because we want to apprise you that your privacy is important to us and to protect the Personal Information (defined below) of any User who registers on or accesses the Platform for information purpose(s), we hereby provide this notice explaining our privacy practices for the collection, storage, usage, and protection of your Data (defined below).

By visiting our website and/or using our Services on the Platform, you are agreeing to the terms of this Privacy Policy and the accompanying Terms of Use.

1. DEFINITIONS

Under this Policy, the below-mentioned terms shall have the same meaning as assigned to them:

- 1.1 Applicable Law(s)** shall mean and refer to all applicable provisions of the prevailing laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, licenses, tariffs, and approvals relating to this Policy.
- 1.2 Business Information** shall mean the trade and business-specific information of an entity, provided by you, in the capacity of an authorized representative of the relevant entity, to avail the Services on behalf of such entity. Business Information includes, without limitation, the name and type of entity, registered and corporate address, contact details, special identification number, details of authorized signatory or representatives and all such information necessary for providing the required legal services, as the case may be, to the Users.
- 1.3 Services** shall mean online services provided by the Company including Psychometric Assessment, Training, Coaching and other related services to their Users.
- 1.4 Cookie(s)** is a small piece of data/software code tracked automatically and stored by your web browser on the hard drive of your device. Cookies allow the Platform to remember your actions/information and preferences over time and generally help in improving your Platform experience.
- 1.5 Data** shall refer to the Business Information, Non-Personal Data and Personal Data individually and in combination.
- 1.6 Personal data** means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. Personal Information refers to the name, contact details, identification number, location data, or factors specific to the physical,

physiological, genetic, mental, economic, cultural, or social identity of that User. Any reference to Personal Information shall include Sensitive Personal Data.

1.7 Non-Personal Information/Non-Personal Data Shall mean any other information apart from personal information including but not restricted to IP address, operating system and browser type for system administration.

1.8 User shall mean any person including individual or institution accessing this Platform of the Company.

2. THE INFORMATION WE COLLECT

2.1. PERSONAL INFORMATION

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 ("**Personal Data**") and other Sensitive Personal Data, including, debit/credit card information, CVV number, expiry date; or other payment instrument detail for transacting on the Platform.

Personally, identifiable information may include but is not limited to:

- a) First Name and last name
- b) Email address
- c) Phone number
- d) Address, State, Province, ZIP/Postal code, City
- e) Cookies

We collect personally identifiable information that you may voluntarily provide to us, which may include: user registration, contact requests, guest comments, online surveys, and other online activities. We may use your Personal Data to contact you with newsletters, marketing or promotional materials, and other information that may be of interest to you. You may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

2.2. NON-PERSONAL INFORMATION

Refers to any other information that may be collected by us while your visit or use of the Website and includes, without limitation, information about your device, IP address, operating system and browser type for system administration, statistical data about the User's browsing actions and patterns such as that does not identify any individual.

2.3. BUSINESS INFORMATION

This shall mean the information about business-specific information of an entity (Corporate Clients) which is provided by the authorised representative to avail the services. Business information wherein business details regarding the various departments, procedures, processes, functionalities, personnel and other relevant details are provided by the Company. The Business Information includes, without limitation, the employee details collected to structure client-specific training/counselling plans concerning the specific business needs and procedures.

2.4. EDUCATIONAL AND PROFESSIONAL INFORMATION

The Company may also collect information regarding your professional and educational qualification such as but not limited to current company, job position, work experience, personal interest, growth expected, area of education, details of professional degree etc. to provide you with better training and counselling depending upon the information provided by you.

2.5. COOKIES

Cookies refer to text files placed on your computer to collect standard Internet log information and visitor behaviour information. When you visit our websites, we may collect information from you automatically through cookies or similar technology. Cookies, beacons, scripts and tags are used by Company and our partners, affiliates or analytics or service providers.

2.6. OTHER INFORMATION

In addition to the Personal Information and Billing Information that you voluntarily provide to us, we may collect additional information (collectively, the "Other Information"). Such Other Information may include:

From You- Additional information about yourself or your organization that you voluntarily provide to us, such as product and service preferences and other information that does not identify you personally.

From Your Activity- Information that we automatically collect when you use the Services, including, without limitation:

- a) IP addresses, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on particular pages, sections of the Website visited, etc.;
- b) Information about a mobile device, including universally unique ID ("UUID"), Platform type and version (e.g., iOS or Android), carrier and country location, hardware and

processor information (storage, chip speed, camera resolution, NFC enabled, and network type (Wi-Fi, 2G, 3G, 4G); and

- c) The Company shall have the right to retain the data of the User (shall include the video recording of the sessions provided by the Company) for the term of the Services provided and 3 months after the termination of the services.

From Cookies- Information that we collect using "cookie" technology. Cookies are small packets of data that a website store on your computer's or mobile device's hard drive so that your computer will "remember" information about your visit. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us collect Other Information and to enhance your experience using the Platform. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser's documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Platform may not function properly.

3. ACCESSING AND MODIFYING PERSONAL INFORMATION AND COMMUNICATION PREFERENCES

If you have registered for the Services, you may access, review, and make changes to your Personal Information, Billing Information, and certain Other Information by following the instructions found on the Platform. In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the "unsubscribe" link located at the bottom of any Company marketing email. We will use commercially reasonable efforts to process such requests promptly. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases.

4. HOW WE USE AND SHARE THE INFORMATION

- 4.1 The information provided by you will be used only by us, the persons operating the Platform, and for conducting our business. Additionally, we will further use your personal information to respond to your requests, improve our level of service and the content of our Platform.
- 4.2 Identity Verification. For Services that require identity verification, we may use the Personal Data that we collect for verifying your identity, and for authenticating that submissions made on the Site were made by you. This service may be provided through a third-party identity

verification vendor. Your photo identification document will be deleted after successful verification of your profile information in case needed.

4.3 We will use the information we collect from you when you voluntarily provide certain information during any process, avail of any services, respond to any survey or marketing communication, surf the Platform, or use certain other Platform features in the following ways:

- a) To present our Platform and its contents to you.
- b) To create your profile on our Platform and provide you with information, products, or services that you request from us.
- c) To administer contests, promotions, surveys, or other website features.
- d) To fulfil any other purpose for which you provide it.
- e) To provide you with notices about your account.
- f) To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- g) To notify you about changes to our Platform or any services we offer or provide through it.
- h) To notify you in the event we become aware of any breach of the security of your information and take appropriate actions to the best of our ability to remedy such a breach.
- i) To enable us to comply with the legal and regulatory obligations and to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to confirm your identity to ensure that you are eligible to use this Platform
- j) To follow up with them after correspondence (live chat, email, or phone inquiries).
- k) To conduct research and analysis to detect, prevent, mitigate and investigate fraudulent or illegal activities;
- l) To allow you to participate in interactive features on our Platform.
- m) In any other way, we may describe when you provide the information.
- n) For any other purpose with your consent.

5. HOW WE PROTECT YOUR INFORMATION

We take commercially reasonable steps to protect the Personal Information, the Billing Information, and the Other Information from loss, misuse, and unauthorized access, disclosure,

alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Platform may not be secure, and you should therefore take special care in deciding what information you send to us via e-mail.

6. RETENTION AND STORAGE OF DATA

- 6.1. The Data collected by us is retained for as long as it is necessary to fulfil the purpose(s) for which it was collected, our business purposes and/or to comply with the applicable laws, and your consent to such purpose(s) remains valid even after termination of our relationship with you.
- 6.2. We securely store your Data on our systems which might be provided by third party vendors. We maintain technical, physical and administrative security measures designed to protect the security of your Data against loss, misuse, unauthorised or accidental access, disclosure, copying, use or alteration. Some of the safeguards that we use are firewalls, confidentiality agreements with our employees and affiliates, data encryption, physical access controls to our data centres, information access authorisation controls and other measures as per industry standards.
- 6.3. The Company shall reserve the right to retain the training recordings, manuals, business details for the process of investigation required in case the Company receives any refund or cancellation request from the User. Further, Company will return information in a timely manner based on the request received by the User.
- 6.4. The Company can retain the business and professional information till the term of the services.
- 6.5. The User understands that the Company will use the User's data only as long as is necessary to implement, administer and manage the User's participation in the business, or to comply with legal or regulatory obligations. When the Company no longer needs the User's Personal Data for any of the above purposes, the Company will remove it from its systems.
- 6.6. The Company post completion of the services will destroy/return the information based on the instruction received from the User.
- 6.7. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data, and whether we can achieve those purposes through other means, and the applicable legal requirements.

7. DISCLOSURE OF DATA AND ITS USAGE BY THIRD-PARTY

- 7.1 Your data, including personal, payment and non-personal information, will be subject to absolute disclosure in the following event:
- a) Law enforcement, governmental agencies or authorised third parties, in response to a verified request relating to a criminal investigation or alleged illegal activity, or any other activity that can expose us, you or any other Provider user to legal liability. In such events, we will only disclose information relevant and necessary to the investigation or inquiry, such as name, city, country, postcode, telephone number, email address, user ID history, IP address, fraud complaints and anything else that we deem relevant to the investigation.
 - b) Payment Information with our third-party payment processors when you process any payment on our website.
- 7.2. We can disclose your Data to service providers under a strict confidentiality contract, which helps with our business operations (such as, but not limited to, fraud investigations, bill collection, payment processing, and site analytics and operations).
- 7.3. Your Non-Personal Information can be subject to disclosure to the third-party website analytics (Google Analytics etc.) to serve advertisement, provide us with data collection, reporting, ad response measurement and assist with the delivery of relevant marketing messages and advertisements. These third parties can view, edit or set their own tracking technology/cookies. The use of this technology by these third parties is subject to their own privacy policies and is not covered by this Privacy Policy.

8. LIABILITY AND WARRANTY

- 8.1 Although we have implemented and employed the necessary internet security methods and technology to secure the Data transmitted to us; however, the security of the Data transmitted over the internet cannot be guaranteed; thereby we cannot ensure or warrant the security of any information that you transmit to us. You acknowledge and agree that you share the Personal Information with us entirely at your own risk. In light of the above, we declare that:
- a) We shall not be held liable for any loss or injury caused to you, because of voluntary disclosure of the Data by you to a third party.
 - b) Notwithstanding anything contained in this Policy, we disclaim all the warranty for any loss, damage, or misuse of the Data.
 - c) We take no responsibility or liability for the privacy practices and security of Data collected by the third-party website linked to our site as they are not within the ambit of our control.

- d) We do not collect Personal Information or data on purpose, from anyone under the age of 18 years unless there is consent from parents or a legal guardian. If we become aware that we have collected Personal Information from children without verification of parental consent, we take immediate steps to remove that information from our servers. Therefore, if you are a parent or guardian who becomes aware that a minor has provided us with Personal Information, please contact us for removal of the same from the Platform.
- e) The Platform, its forward-facing components (images, designs, text, arrangements of the foregoing, etc.), its various features and services, and all underlying software and code belong exclusively to us. You understand and agree that your use of the Platform in no way gives you a right, title, or interest in the Platform or our intellectual property. The IP related to the Platform shall at all times will remain with the Company the Platform and its various component parts are protected by copyright law, trademark law, trade secret law, and other laws to the protection of intellectual property rights.
- f) The Company represents and warrants that Company will not be held liable for any loss or damages claimed by the User while using the services or any other claim arising out of this Privacy Policy of the Platform.

9. SEVERABILITY AND EXCLUSION

We have taken every effort to ensure that this Policy adheres to the applicable laws. The invalidity or unenforceability of any part of this Policy shall not prejudice or affect the validity or enforceability of the remainder of this Policy. This Policy does not apply to any information other than the information collected by the Company through this Platform. This Policy shall be inapplicable to any unsolicited information you provide us through this Platform or through any other means. This includes, but is not limited to, information posted in any public areas of this Platform. All unsolicited information shall be deemed to be non-confidential, and the Company shall be free to use and/ or disclose such unsolicited information without any limitations.

10. EXTERNAL WEBSITES

The Platform may contain links to third-party websites. The company has no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

11. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. By accessing the Platform and/or using the Services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Personal Information, the Billing Information, and the Other Information is governed by the Privacy Policy in effect at the time we collect the information. Please refer back to this Privacy Policy regularly.

12. JURISDICTION OF LAW:

In case of any dispute regarding the privacy policy of the Platform, an arbitrator shall be appointed by the Company to ascertain the rights and liabilities of the parties. You further accept that all disputes are subject to laws applicable in the country and subject to jurisdictions of courts in New Delhi only.

13. GRIEVANCES AND CONTACT DETAILS

For any information regarding the Privacy Policy, you may write to us at: info@vegacapltd.com