

# PRIVACY AND USAGE POLICY

Version 1.00  
24.01.2024

<b>Original Issue Date</b>	<b>Last Reviewed Date</b>	<b>Effective Date</b>
January 02, 2024	-	January 24, 2024

<b>Date</b>	<b>Change Summary</b>
24.01.2024	Original version

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## DEFINITIONS

<b>Data Fiduciary</b>	The Data Fiduciary refers to VKCPL, the party that sets out the purposes and means of processing of personal information, specifically defined as: “Any person who alone or in conjunction with other persons determines the purpose and means of processing of Personal Data.”
<b>Materials</b>	The materials refer to the information, articles, books, periodicals, notices, video lectures, blogs etc. updated from time to time by VKCPL on its Website.
<b>Personal Data</b>	Any information that on its own, or in combination with other available information, can identify an individual.
<b>Services</b>	Shall have the same definition of Materials and be construed in the terms of the efforts taken by VKCPL to provide such Materials.
<b>User</b>	The term 'User' applies to any individual who visits the Website including the premium section of the Website.
<b>VKCPL Premium</b>	The premium section of the Website accessible to Users upon registration and against payment of a subscription fee.
<b>Website</b>	Refers to the website created and managed by VKCPL and its associates, including its premium section.

## PART A: PRIVACY POLICY

We, at Vinod Kothari Consultants Private Limited (VKCPL/We/Our/Us/Company) value the visitor’s (You/Your/Yours/User) privacy and the importance of safeguarding Your data. This Privacy Policy (the "Policy"), along with the Terms of Use, describes Our privacy practices for the activities set out below.

Pursuant to the Digital Personal Data Protection Act, 2023 and Your rights under other applicable laws, this Policy explains Our practices for collecting, storing, accessing, and processing personal information. It also outlines the procedure for contacting us with any complaints.

The Policy herein shall be considered a legally binding document between You, the User, and Us. You hereby acknowledge and agree that You are voluntarily providing Your Personal Data and have read and understood this Policy and the personal information provided by You herein may be utilised by Us and Our associates for providing You with periodicals, newsletters, magazines and event related information. The terms of this Policy will be effective upon Your acceptance/consent of the same (directly or indirectly in electronic form, by clicking on the "I Accept" tab or by use or access of the Services or by other means) and will govern the relationship between You and Us.

The Policy solely applies to Users accessing our Website. The Policy does not apply to interactions undertaken by Us or by Our clients/ potential clients outside the purview of the Website. Such client/ potential client interactions would be as per the terms agreed between the parties.

This Policy informs You about how We collect, use, disclose and store Personal Data in Our role as Data Fiduciary when You:

- a. Interact, register on or use Our Website, including when You download Materials from Our Website or ask Us to contact You.
- b. Register and/or attend Our event(s), conferences or webinars.
- c. Provide Your Personal Data for the purposes of administering Our services and managing Our relationship with You in any manner e.g. setting up an account for the purposes of accessing the content provided on the Website.

## **WHAT DATA DO WE COLLECT?**

1. When You access Our Website, We gather information related to internet or electronic network activities via cookies and other tracking technologies. This can essentially be categorised into usage information, log information, information collected via cookies (this type of information is gathered based on Your tracking settings and may encompass details such as Your device's IP address, the source website, the pages visited by Your device in Our Website, and the timestamp of Your visit to Our Website.). Additionally, We utilize analytics and tools designed to thwart spam and mitigate security threats from harmful automated software. You may be able to change the preferences on Your browser or device to prevent or limit Your computer's or device's acceptance of cookies.
2. Access of content provided in the VKCPL Premium is subject to the payment of the requisite subscription fee. You may be required to provide Your Personal Data to a third-party entity: specifically a regulated payment gateway, as part of the payment process.
3. We also collect information that enables Us to communicate with You. This includes details You provide when You subscribe to the premium section of Our Website or sign up for updates on Our Services, events, and publications, give feedback, contact us, or engage in activities such as contests, or register for events or webinars hosted by VKCPL. The data collected might include Your name, contact information, email address, and any additional information You voluntarily provide or that is necessary for Us to provide Services to You.
4. By using or visiting Our Website or transmitting the information, You will not be entitled to any of the client Services and/or privileges We offer to Our clients, unless You specifically approach Us for the same.
5. VKCPL does not store any Biometric Data belonging to the User.

## **WHAT WE DO WITH THE DATA THAT WE COLLECT**

By consenting to the terms prescribed herein You agree that this information is being collected, used and stored by Us for the purpose of providing You Our Services as solicited by You. Our usage of the data provided by You extends (but is not limited to):

- a. Set up a user account.
- b. Provide, operate and maintain Services.
- c. To meet billing requirements.
- d. To manage, develop and improve Our range of Services.
- e. Respond to inquiries and comments, and provide User service and support.
- f. Send User alerts, updates, security notifications, and administrative communications.
- g. Website usage and analytics for the purposes of improving Our Services.

## **HOW LONG DO WE STORE THE INFORMATION?**

We store a User's Personal Data for as long as they remain subscribed to VKCPL Premium as outlined within the terms of this Privacy Policy unless a longer retention period proves necessary. Data provided by the Subscriber/ User shall be retained with us so long as the account remains in existence.

You may submit a request for the deletion of Your Personal Data through the designated communication channel indicated in the "Contact Us" section of this Policy. The User is further intimated of the fact that the erasure of Your data will necessitate the concurrent termination of Your subscription.

## **SHARING PERSONAL DATA AND INFORMATION**

VKCPL does not share any User's Personal Data for any other purposes beyond the delivery of the Services through Our Website, unless We have the specific consent of the User to do so.

VKCPL does not rent or sell personal information about any of its Users. However, there are certain circumstances extending but not limited to the circumstances prescribed herein that may necessitate the sharing of such data. VKCPL may disclose Your data in the following circumstances:

- a. VKCPL reserves the right to disclose or utilize the Personal Data submitted by Users with entities such as Our affiliates, staff, and trusted partners who collaborate with or for the Company under stringent confidentiality contracts. Additionally, We might share Your Personal Data to external service providers who assist Us with data processing tasks. In such instances where sharing occurs, We ensure that these third-party service providers adhere to rigorous confidentiality obligations.
- b. VKCPL may disclose Personal Data belonging to the User if it becomes necessary to comply with legal or regulatory requirements, or to fulfil any obligations or comply with orders under the law. This includes responding to requests from law enforcement or government agencies, or from judicial, quasi-judicial, or any other statutory or constitutional bodies.
- c. VKCPL further reserves the right to reveal information of the User to assert VKCPL's legal rights or to defend against legal claims. Furthermore, it is also within the discretion of VKCPL to disseminate information should it be pertinent to any investigation, for the assessment, inquiry, or any other further action as may be required in cases of unlawful activities, alleged fraud, or situations presenting imminent threats to individual safety, as necessitated and enforced by a rule of law.

- d. In the event that VKCPL undertakes the sale of its entire business or a portion thereof, or engages in the sale or transfer of its assets, or is involved in a merger or the transfer of a substantial segment of its business operations, it reserves the right to include such disclosed Personal Data as a part of the assets transferred to the new owner or assignee or involved party in the transaction.

It is provided herein that VKCPL expressly prohibits the use of any information gathered from the User through this Website by any unauthorized individuals or organizations. However, VKCPL bears no responsibility for the collection, sharing, or usage of information by third-party websites, which may occur due to the settings of the User's browser.

## **WHAT ARE MY RIGHTS?**

As a consumer subscribing to VKCPL's Website, the following rights regarding the disclosure of Your Personal Data is available to You:

- a. The right to be informed of the collection of Your Personal Data;
- b. The specific purposes for which Data is being collected;
- c. The right to access and review Your Personal Data. The right to request rectification, correction, or updates to Your Personal Data;
- d. The right to demand the deletion of Your Personal Data, including its removal from the records of any third parties to whom Your Personal Data has been shared, or disclosed, subject to restriction on usage of the Website;
- e. The right to challenge the processing of Your Personal Data.

Should You wish to access, examine, amend, correct, or remove any Personal Data in Our possession, or if You intend to utilize any other privacy rights at Your disposal, You have the option to contact us via email id in the Contact Us hereunder.

## **USER COVENANT AND YOUR CONSENT**

### **By agreeing to the terms of this Policy:**

1. You provide Your consent to the access, collection, retention, processing and sharing of Your Personal Data in terms of this Policy, except where this Policy or applicable laws require a specific consent. In such cases, We shall seek such consent separately as necessary.
2. You also understand that any or all of the Personal Data disclosed may qualify as "sensitive personal data" under the Information Technology Act, 2000. Applicable laws necessitate Your prior explicit consent in order for "sensitive personal data" to be collected, stored and processed by Us for the purposes of offering Services through the Website and You provide such consent.
3. The User confirms that the email id and mobile number registered by the User using the Website is under the User's control and exclusive use and the User takes all possible measures to ensure secure access to such resources.
4. The User shall be responsible for ensuring the Company has been and continues to be provided with an up-to-date, active and deliverable email address and mobile number for the User to receive necessary communications. Communications sent to the e-mail

address or mobile number registered with the Website will be deemed to be validly served to the User.

5. The User agrees to, periodically and based on communication received, visit Our Website and this Privacy Policy to check for any changes.
6. The User covenants that she/he shall not attempt to circumvent any of the privacy settings or security measures contained on the Website and any damage to the User arising as a result of or incidental to such attempt shall not lead to any liability on the part of VKCPL.

## **DATA PROTECTION**

Our Website is hosted and administered by a reputed IT-based company who ensure security, integrity and availability of the information hosted on the Website. All User data is encrypted and secured using the most updated SSL certificate.

## **AMENDMENTS TO THIS POLICY**

In Our ongoing commitment to improve Our Website and Services, We may find it necessary to amend this Policy occasionally. In the event of material changes, We will duly notify You by means such as posting an announcement on Our Website and/or dispatching an email to Your registered email address, in compliance with the requirements of applicable legislation. The most recent modification date of this Policy can be verified by referring to the date displayed on the cover page of this document. It is incumbent upon You to routinely examine this Notice to stay informed of any changes.

## **CONTACT US**

Users can contact VKCPL using the email address as indicated hereunder to raise any issues, or any other ancillary/adjacent requests -

[vkcpremium@vinodkothari.com](mailto:vkcpremium@vinodkothari.com)

## **PART B: TERMS OF USE**

The use of this Website and Services provided herein are subject to the following Terms and Conditions (hereinafter referred to as “Terms of Use”), all parts and sub-parts of which are specifically incorporated by reference here together with the Privacy Policy. Following are the Terms of Use governing Your use of VKCPL Premium, all pages, sections, blogs and media on the Website and the Services provided by or on this Website.

WHEREAS this Website is operated by Vinod Kothari Consultants Private Limited, with its registered office located at Room 1006-1009, Krishna Building, 224, AJC Bose Road, Kolkata – 700 017

WHEREAS we at VKCPL do Our best to ensure that the information provided in this Website is accurate and reliable (to the best of Our knowledge) it is stated that the content provided in the Website is merely a source of information only and we do not claim that the information contained therein is subjectively accurate, complete or updated.

WHEREAS the Website and all Materials on it (excluding any third-party materials), are the exclusive property of VKCPL, which retains all rights, titles, and interests, including intellectual property rights, in the Materials provided herein.

WHEREAS we at VKCPL believe that knowledge should be free and accessible and provide a range of resources which can be located on Our Website, the content the User is presently seeking to access is subject to a subscription fee. This is in light of the complex nature of the information provided and substantial resources entailed in curating the data created and presented in VKCPL Premium. This fee, which shall be communicated to You via email at the time of subscription, is commensurate with the scope and quality of Services rendered through this section, ensuring the sustenance of high standards in data provision and maintenance.

### **CONDITIONS OF USE:**

By subscribing to this Website, You agree that:

1. The Material provided on this Website, including but not limited to ebooks, reports, articles, blog posts, legal updates, bulletins, guides, and other Materials, is for general informational purposes only and does not constitute legal advice, solicitation, or a consultant-client relationship. Users should not act upon this information without seeking professional counsel.
2. The views expressed are those of the individual authors and not necessarily those of VKCPL.
3. The content on this Website is the Intellectual Property of VKCPL. You shall not infringe upon the legal rights (such as privacy, publicity and intellectual property rights, but not limited to these) of any party, including VKCPL.
4. You shall not download or share files or resources that You know, or should reasonably know, cannot be legally distributed in such manner.
5. You shall not falsify or delete any copyright management information.
6. It should be noted that downloading Materials or obtaining information from this Website is done at the User's discretion. It is reiterated that, the usage of this Website,



or the receipt of any information from it, does not establish a consultant-client relationship.

7. Users are hereby expressly barred from sharing or otherwise disseminating the login credentials assigned to them which grant them access to the premium content on this Website created and curated by VKCPL. This restriction is integral to maintaining the security and integrity of Our Services. Any unauthorized sharing of usernames/passwords shall be considered a breach of these terms and may result in the immediate suspension or termination of access privileges and any further action as may be enforced under applicable law.
8. VKCPL disclaims responsibility for any actions taken based on the Material or information provided on this Website. Users requiring consultancy or legal Services should seek independent legal counsel/refer to the appropriate consultants.
9. The User understands and acknowledges that under no circumstances shall subscription fees be refundable to the User. VKCPL reserves the right to forfeit and suspend Your account forthwith if You are found to be in violation of the undertakings prescribed herein, VKCPL shall remain unobligated to initiate a reimbursement of the subscription fee.

## **INTELLECTUAL PROPERTY**

All content, including but not limited to text, graphics, images, logos, digital downloads, data compilations, and other Material contained on this Website (collectively, "Content"), is the property of VKCPL or its content suppliers and is protected by copyright and intellectual property laws. The compilation of all content on this Website is the exclusive property of VKCPL, with copyright authorship for this compilation owned by the aforementioned.

The Content of this Website may be used as a personal resource and for informational purposes only. Any other use, including the reproduction, modification, distribution, transmission, re-publication, display, or performance, of the Content, without the prior written consent of VKCPL, is strictly prohibited.

## **WARRANTIES:**

This Website, along with the information and Materials provided herein are presented "as is" without any guarantee or endorsement, whether explicit or implicit. Despite VKCPL's best efforts to provide content of exemplary standard and VKCPL's consistency in maintaining such standard, We make no representations or warranties, express or implied, regarding the accuracy, completeness, or suitability of the information. Information provided herein is purely educational, VKCPL takes no responsibility for damages arising from or as a consequence of the content consumed herein by the User. The User agrees that the use of the Website and its content is at the User's sole risk.

Despite VKCPL's diligent efforts, there is no guarantee that this Website will be immune to computer viruses. VKCPL bears no responsibility for any harm to the User's computer system or loss of data resulting from downloading content, Materials, or information from the Website.

## **LIMITATION OF LIABILITY**

In no event shall VKCPL, its employees, affiliates, trainees or interns be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, arising from Your use of any of the information or service solicited from this Website, or for any other claim related in any way to Your use of the content provided herein, including, but not limited to, any errors or omissions in any content, any mistake, or any consequential damage that may arise out of potential reinterpretations by a court of law.

## **INDEMNITY**

The User agrees to indemnify, defend, and hold harmless VKCPL, its employees, trainees, interns, and any third-party information providers to the Website from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of Terms of Use (including negligent or wrongful conduct) by the User or any unauthorised person accessing the Website using the User's credentials.

## **DISCLAIMER**

The VKCPL Website may display typographical and clerical errors. The Materials, advice, opinions, statements, or information provided through the Website are not guaranteed for accuracy or reliability, and reliance upon them is at the User's own risk. VKCPL reserves the right to correct any part of the Website and to modify its contents, including Materials, products, Services, and prices at any time without any notice. The Website is intended for informational purposes only and should not be interpreted as technical or legal advice. If any clause in these Terms of Use is invalidated by a court, the remaining clauses shall remain effective, provided their enforceability is not substantially impacted.

## **MODIFICATION**

Changes in these Terms of Use will be effective immediately when notice of such change is posted. Your continued use of the Website, after any changes to these Terms of Use are posted, will be considered acceptance of those changes. VKCPL reserves the right to modify, suspend, or discontinue any part of the Website, including features, at any time, and may limit or restrict access to parts or all of the Website without notice or liability.

## **UNLAWFUL AND/OR PROHIBITED USES**

As a condition of Your use of the Website, You shall not use the Website for any purpose(s) that is unlawful or prohibited by the Terms of Use. You shall not use the Website in any manner that could damage, disable, overburden, or impair VKCPL, or the network(s) connected to any VKCPL server, or interfere with any other party's use and enjoyment of any Services associated with the Website. You shall not attempt to gain unauthorized access to any section of the Website. You shall not obtain or attempt to obtain any Materials or information through any means not intentionally made available through the Website.

**JURISDICTION**

These Terms of Use shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Terms of Use, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts of Kolkata. Users of this Website hereby consent to the exclusive jurisdiction and venue of such courts in all disputes arising out of or relating to the use of this Website. If the User accesses this Website from a location outside India, they are responsible for compliance with all local laws and agree that they will not use the Website or its content in any way prohibited by such local laws or regulations.

This clause shall survive any termination or expiration of this Terms of Use or Your use of this Website or the Services found at this Website.