

Helium: Privacy Policy

Privacy Policy

Effective Date: 01/02/2024

Helium Edu Research Pvt. Ltd. (“Helium,” “we,” “our,” or “us”) operates an online platform offering live classes as well as offline coaching centers for K12 students. This Privacy Policy explains how we collect, use, disclose, and protect your information in connection with our services. By accessing or using our website, applications, or services (collectively, the “Services”), you acknowledge that you have read, understood, and agree to the practices described herein.

1. Introduction and Purpose

1.1 Scope and Applicability

This Privacy Policy applies to all users, students, parents, and visitors (“you” or “User”) who interact with our Services. It governs the information practices of Helium, including data collected through online live classes, offline coaching centers, websites, mobile applications, and related communication channels.

1.2 Commitment to Privacy

Helium is committed to protecting the privacy of its Users while providing high-quality educational services. We implement robust safeguards to protect your personal information, though we also seek to limit our liability to the fullest extent permitted by law.

1.3 Policy Objectives

- To detail the types of information we collect.
 - To describe how we use, share, and protect your information.
 - To outline your rights regarding your personal data.
 - To specify the governing law and dispute resolution mechanisms.
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2. Definitions

2.1 “Personal Information”

Any data or information, whether oral or recorded in any form or medium, that relates to an identified or identifiable natural person. This includes, but is not limited to, your name, contact details, educational records, and payment information.

2.2 “Sensitive Personal Data”

Data that requires a higher degree of protection under applicable law, including information related to minors, health, biometric data, and any information that can lead to identity theft.

2.3 “Cookies” and “Tracking Technologies”

Small files or scripts placed on your device that help us understand user behavior, personalize content, and enhance user experience.

2.4 “Services”

The entirety of Helium’s offerings, including online live classes, offline coaching sessions, and any related support or ancillary services.

3. Information Collection

3.1 Personal Data Provided by Users

When you register for our Services, enroll in classes, or interact with our online platforms, you may provide us with:

- **Identification Data:** Name, date of birth, gender, and other demographic details.
- **Contact Data:** Address, telephone number, email address, and emergency contacts.
- **Educational and Academic Records:** Information regarding your academic history, class attendance, and performance.
- **Payment Information:** Credit/debit card details, bank account information, or other payment data necessary to process fees.
- **Other Relevant Information:** Any additional information voluntarily provided to enhance our services.

3.2 Automatically Collected Data

We may collect certain information automatically when you access our Services:

- **Device Information:** IP address, browser type, operating system, and device identifiers.
- **Usage Data:** Pages visited, time spent on pages, click-through rates, and navigation paths.

- **Cookie Data:** Information gathered through cookies and similar technologies, as detailed in Section 5.

3.3 Data Collected from Offline Interactions

For Users attending our physical coaching centers, we collect:

- **Registration Data:** Information provided during enrollment.
- **Attendance and Performance Data:** Records of attendance, assessments, and academic progress.
- **Feedback and Survey Data:** Opinions, suggestions, and other information collected during in-person sessions.

3.4 Third-Party Sources

In certain circumstances, Helium may obtain data from trusted third parties (e.g., affiliated institutions, educational partners, or public records) to complement or verify the information you provide.

4. Use of Information

4.1 Primary Purposes

Your information is collected and used for:

- **Providing and Enhancing Services:** Facilitating online classes, administering offline coaching, and improving the overall quality of our educational offerings.
- **Personalization:** Tailoring content, class recommendations, and communications based on your profile and usage.
- **Administration and Support:** Managing registrations, responding to inquiries, and offering technical and academic support.
- **Transaction Processing:** Handling payments, billing, and financial records in connection with course enrollments.
- **Legal Compliance:** Meeting our legal obligations and defending our rights in case of disputes.

4.2 Marketing and Communications

With your consent, Helium may use your contact information to send promotional emails, newsletters, or information about upcoming classes. You may opt out of such communications

at any time; however, this will not affect the transactional communications essential for service delivery.

4.3 Analytics and Improvements

Data collected automatically or through surveys may be aggregated and anonymized for research, analysis, and the enhancement of our services. This includes:

- Tracking service usage to improve content and technology.
- Analyzing trends to inform our strategic decisions.

4.4 Legal Basis for Processing

Helium processes personal information based on:

- **Consent:** Where applicable, by obtaining your explicit consent.
 - **Contractual Necessity:** To perform our obligations under the service agreement.
 - **Legal Obligation:** In compliance with applicable legal requirements.
 - **Legitimate Interest:** Pursuant to our legitimate interests in improving our services and safeguarding our business, as long as such interests are not overridden by your privacy rights.
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5. Cookies and Tracking Technologies

5.1 Types of Cookies Used

Helium employs both session and persistent cookies to:

- Enhance user experience.
- Monitor website traffic and usage patterns.
- Serve personalized content and advertisements.

5.2 Managing Cookies

Users can control cookie settings through their browser preferences. However, please note that disabling cookies may affect the functionality of our Services.

5.3 Third-Party Tracking

Certain cookies and tracking mechanisms may be set by third parties. Helium is not responsible for the privacy practices of these external entities; please consult their policies directly.

6. Information Sharing and Disclosure

6.1 Internal Disclosures

Your personal information may be shared internally among departments (e.g., academic, administrative, IT, and customer support) strictly on a need-to-know basis.

6.2 Third-Party Service Providers

We may disclose personal data to trusted third-party vendors who provide services on our behalf (e.g., payment processing, IT support, analytics). Such disclosures are made under binding confidentiality agreements, and these parties are prohibited from using your data for purposes other than those specified.

6.3 Legal Disclosures

In accordance with applicable laws, Helium may disclose personal data to:

- **Law Enforcement and Regulatory Authorities:** To comply with legal obligations, enforce our policies, or protect the rights, property, and safety of Helium, our users, or others.
- **Litigation:** In the event of disputes or legal proceedings, including but not limited to claims arising out of the use of our Services.

6.4 Third-Party Affiliates

Where Helium has partnerships or affiliations, certain user data may be shared for the purposes of collaboration or joint offerings. All such transfers are governed by contractual safeguards to protect your privacy.

6.5 No Sale of Data

Helium does not sell, trade, or rent your personal information to third parties for marketing or commercial purposes.

7. Data Security and Storage

7.1 Security Measures

Helium employs state-of-the-art security protocols to safeguard your personal information. Measures include:

- **Encryption:** Data encryption during transmission and while at rest.
- **Access Controls:** Strict access controls and authentication measures to restrict data access to authorized personnel only.
- **Regular Audits:** Ongoing security assessments and audits to detect and remedy vulnerabilities.

7.2 Data Storage and Retention

Personal information is stored on secure servers located within India. Helium retains data only for as long as necessary to fulfill the purposes outlined herein or as required by law. Once the retention period expires, your data will be securely deleted or anonymized.

7.3 Disclaimer of Absolute Security

While Helium takes reasonable measures to protect your data, no security system is impenetrable. Helium shall not be held liable for any unauthorized access or data breaches that occur despite our security efforts.

8. User Rights and Choices

8.1 Access and Correction

You have the right to request access to the personal information we hold about you, and to correct inaccuracies. Requests for access or corrections should be submitted via our contact channels.

8.2 Objection and Restriction

You may object to the processing of your personal data or request a restriction on its use where applicable by law. Helium reserves the right to verify the legitimacy of such requests before taking any action.

8.3 Data Portability

Subject to applicable laws, you have the right to request a copy of your data in a structured, commonly used, and machine-readable format. Any such request will be processed in accordance with our data retention policies and legal obligations.

8.4 Withdrawal of Consent

If you have provided explicit consent for specific data processing activities, you may withdraw your consent at any time. However, this will not affect any processing carried out prior to the withdrawal, nor will it impact the performance of any contractual obligations already in place.

8.5 Minors' Data

Given that our services cater to K12 students, additional safeguards are in place for the processing of data related to minors. Parental or guardian consent is required for the collection and use of personal data for users under the age of 18. Helium reserves the right to verify the age and consent status of such users.

9. Third-Party Links and External Websites

9.1 External Links

Our Services may contain links to external websites or third-party services that are not operated or controlled by Helium. This Privacy Policy does not extend to such sites, and we encourage you to review the privacy policies of any linked website.

9.2 Disclaimer of Liability

Helium shall not be held responsible for the privacy practices or content of third-party websites. Any data you provide to such sites is governed solely by the privacy policies of those external entities.

10. Limitation of Liability and Indemnification

10.1 Limitation of Liability

To the fullest extent permitted by law, Helium, its affiliates, and its respective directors, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the use or inability to use our Services—even if Helium has been advised of the possibility of such damages.

10.2 Disclaimer of Warranties

Helium's Services are provided "as is" without any warranty, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.3 Indemnification

You agree to indemnify, defend, and hold harmless Helium from any and all claims, damages, liabilities, losses, or expenses (including legal fees) arising from your use of our Services, violation of this Privacy Policy, or infringement of any intellectual property or other rights of any person or entity.

11. Governing Law and Dispute Resolution

11.1 Governing Law

This Privacy Policy and all disputes arising out of or related to it shall be governed exclusively by the laws of India.

11.2 Jurisdiction

Any legal disputes or claims relating to this Privacy Policy or the use of Helium's Services shall be subject exclusively to the jurisdiction of the courts in Gorakhpur, Uttar Pradesh, India. By using

our Services, you consent to the exclusive jurisdiction and venue of these courts, and waive any objections based on inconvenient forum.

11.3 Dispute Resolution Process

In the event of any dispute, controversy, or claim arising out of or relating to this Privacy Policy, the parties agree to first attempt to resolve the matter amicably through negotiations. If a resolution is not reached, the dispute shall be resolved exclusively by the competent courts located in Gorakhpur, U.P., India.

12. Amendments and Modifications

12.1 Policy Updates

Helium reserves the right to modify or amend this Privacy Policy at any time without prior notice. Any changes will be posted on our website with an updated effective date. Your continued use of our Services after any modifications constitutes your acceptance of the updated Privacy Policy.

12.2 Notification of Changes

We may notify Users of significant changes to our Privacy Policy through our website, email, or other appropriate channels. It is your responsibility to review the Privacy Policy periodically to stay informed of any updates.

13. Contact Information

13.1 Helium Edu Research Pvt. Ltd. – Contact Details

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us at:

Helium Edu Research Pvt. Ltd.

Khorabar, Gorakhpur, Uttar Pradesh-273001, India

Email: connect@heliumlearn.com

Telephone: +91-9889763777

13.2 Data Protection Officer

For any inquiries related to data protection matters, please contact our designated Data Protection Officer (DPO) at the above contact details.

14. Miscellaneous Provisions

14.1 Severability

If any provision of this Privacy Policy is found to be invalid, illegal, or unenforceable, such provision shall be severed from this document, and the remaining provisions shall remain in full force and effect.

14.2 Entire Agreement

This Privacy Policy constitutes the entire agreement between you and Helium regarding the collection and use of your personal data and supersedes any prior agreements or communications, whether electronic, oral, or written.

14.3 No Waiver

The failure of Helium to enforce any right or provision of this Privacy Policy shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Helium in writing.

14.4 Assignment

Helium reserves the right to assign or transfer its rights and obligations under this Privacy Policy to any successor or affiliate without prior notice.

By using our Services, you acknowledge that you have read, understood, and agree to the terms of this Privacy Policy.

This document is provided for informational purposes only and does not constitute legal advice. For further clarification or legal inquiries, please consult a professional legal advisor.

Helium Edu Research Pvt. Ltd. reserves the right to update this Privacy Policy as necessary in accordance with applicable law and business requirements.

End of Privacy Policy

Date: 01/02/2024