

# **Terms of Service**

## **INTRODUCTION**

Below are the general terms and conditions governing the Delivery Management System, lms, Or LMS Learning Management System.

1. By checking the box on acceptance and by completing and submitting the form that refers to this agreement, the User/Student/Candidates/ declares (1) to have received a copy of the below Terms and Conditions (2) to have read and understood the contents, and (3) to accept the content in all parts.
2. lms will be made available to the User/Student/Candidates/ for a period of 6 months from the date they make the payment of the course fees.
3. CloudAge reserves the right to deactivate lms access if the User/Student/Candidates/ fails to pay the complete fees for the course or if CloudAge finds out or suspects unauthorized usage of the lms, or any unethical Practices.
4. The fees paid for the services and training is Strictly non-refundable.
5. The website and the software, made available online/offline associated with the Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. CloudAge does not allow the activation and / or use of its services for the purposes of monitoring and / or copying and / or testing of the services provided by lms, or comparative analysis commissioned by lms itself. CloudAge therefore reserves the right to suspend the provision of the service and access to its products whenever there is even a suspicion that the verses in such a hypothesis.
6. The ownership and use of the content of the courses and courses offered by lms are covered and regulated by the laws on copyright. In particular, for the duration of enrollment in a course the User/Student/Candidates/ acquires the license to use the course and the contents. In addition: a) only the owner of the User/Student/Candidates/ login lms can access the platform to the fruition of the course. The User/Student/Candidates/ shall then keep the data access to your login securely and prevent others from having access to your login under the rule of a good family man, b) the User/Student/Candidates/ cannot perform any action that may be considered reverse engineering material at its disposal provided by CloudAge through its platform.

7. CloudAge may modify and / or update its T & C from time to time without notice or acceptance by the User/Student/Candidates/. In the case of contracts providing for automatic renewal, those changes will take effect only from the first tacit renewal following the changes made in time to allow the User/Student/Candidates the notice within contractual time limits.
8. For their part, the User/Student/Candidates/ undertakes to verify the existence of any changes to the T & Cs in time to possibly terminate it under the terms stated in the contract.

## **DEFINITIONS**

1. T & C: Terms and conditions of the services provided by CloudAge to the User/Student/Candidates.
2. User/Student/Candidates: the person contracting services of CloudAge for its SaaS lms - lms.
3. SaaS: Software As A Service is a model of distribution of software applications based on client-server technology and entirely web-based, or that does not require, beyond 'of an internet connection and a web browser', the installation of any additional software or hardware component, for the purposes of the application of the implicit function "SaaS".
4. Service: means CloudAge products and / or services ordered by the User/Student/Candidates through the activation of a lms or through a dedicated order.

## **REGISTRATION**

1. In order to use the Services, the User/Student/Candidates must obtain a valid lms account, which can be obtained by registering on the website [www.cloudage.co.in/lms](http://www.cloudage.co.in/lms) by filling in the registration form and providing all the required information, including a valid e-mail address.
2. Users are responsible for maintaining the confidentiality of account login information (username / password), and are fully responsible for all activities performed on their account.
3. The user agrees to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form to the Services, and (b) maintain and promptly update the Registration Data to keep the information true, accurate, current and complete, (c) immediately inform CloudAge of any unauthorized use of your account or any other

breach of security, and (d) exit from your account at the end of each work session.

4. CloudAge undertakes no obligation to verify the data provided by the User/Student/Candidates. However, if CloudAge FINDS or even just suspects that the above information is untrue, inaccurate, not current or incomplete, CloudAge may suspend or terminate your account and refuse any and all current or future use of the Services (or any part of them).
5. CloudAge cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **DATA PROTECTION & PRIVACY**

1. CloudAge does not access the User/Student/Candidates Data, except to the extent required for the proper delivery of services purchased, including actions to prevent technical problems (on request, for example, concomitantly with issues related to technical support).
2. CloudAge is committed to protecting your privacy and earning your trust. CloudAge does not sell, trade, or rent your personal information to others. This policy discloses the privacy practices for CloudAge and its affiliated websites.

## **Biometric Information Terms of Service**

Face  
Verification...

Important: Read Carefully. By accessing or using CloudAge proprietary software program (the "Service"), the individual or entity accessing the Service, hereinafter referred to herein as "You" and "Your") agree to be bound by these terms of Service (the "Terms"). If You do not agree to these Terms, You must not access or use the Service.

CloudAge is pleased to offer You access to, and participation in, the Service. You understand and acknowledge that use of the Service may include the collection of biometric identifiers and biometric information (defined below) from You and possibly other third parties. In accordance with Your use of the Service and in consideration for providing You with access and use of the Service, You hereby



understand and agree to the Terms specified herein.

Biometric Data As used herein, "biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996.

"Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

Biometric identifiers and biometric information shall be collectively referred to herein as "Biometric Data."

Purpose for Collection of Biometric Data CloudAge collects, stores, and uses Biometric Data solely for the purpose of authenticating account access and usage.

Retention of Biometric Data CloudAge shall retain Your Biometric Data only until, and shall request that its users permanently destroy such Biometric Data upon the earlier of the following (the "Retention Schedule"):

The Purpose has been satisfied; or Within 30 days from deactivation of the user the Biometric Data belongs to. Disclosure to Third Parties CloudAge shall not disclose or disseminate any Biometric Data collected from You through the Service to any third party (other than its users in accordance with the Purpose) without first obtaining written consent from You.

Data Storage CloudAge shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic Biometric Data collected through the Service. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which CloudAge stores, transmits, and protects from disclosure other



confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

Disclosure and Authorization By executing these Terms, You consent, acknowledge and agree that CloudAge has Your authorization and consent to collect, capture, and otherwise obtain your Biometric Data from you for the Purpose to be shared with our users.

You understand that You are free to decline to provide Biometric Data to CloudAge and its users. You may revoke this consent at any time by notifying CloudAge in writing to [info@cloudage.co.in](mailto:info@cloudage.co.in). By executing below You voluntarily consent to CloudAge's collection, storage, and use of Biometric Data and further consent to CloudAge utilizing such