

SPEAKENT

A Place Where Ideas Are Spoken With Purpose

PRIVACY POLICY

How Speakent Collects, Uses, Protects, and Governs Your Personal Data

**Compliant with the DPDPA, 2023 · IT Act, 2000 · SPDI Rules, 2011 · Article 21,
Constitution of India**

Effective Date: 15th March, 2026 · Version 1.0

Applicable to Students, Teachers, Team Members, Visitors & All Users of Speakent Platforms

This Policy must be read in conjunction with Speakent's Terms & Conditions and forms part of its complete legal framework.

GOVERNING LEGISLATIVE FRAMEWORK

This Privacy Policy has been drafted in compliance with the laws of India governing the collection, storage, processing, transfer, and protection of personal data. The following legislative instruments are the primary sources of authority and obligation under which Speakent operates as a Data Fiduciary. Every user of Speakent's services is encouraged to understand these laws, as they define your rights and Speakent's obligations.

⚖️ LEGAL REFERENCE — DIGITAL PERSONAL DATA PROTECTION ACT, 2023 (DPDPA)

India's most comprehensive personal data protection legislation. The DPDPA establishes the rights of Data Principals (individuals whose data is collected), the obligations of Data Fiduciaries (entities that collect and process data), the standards for valid consent under Section 6, the principle of purpose limitation under Section 4(1)(b), storage limitation under Section 4(1)(d), data breach notification obligations under Section 8(6), and the rights of Data Principals under Sections 11-14. Penalties for non-compliance reach up to Rs. 250 crore under Section 33. Speakent is a Data Fiduciary under this Act.

⚖️ LEGAL REFERENCE — INFORMATION TECHNOLOGY ACT, 2000 (IT ACT) & IT (AMENDMENT) ACT, 2008

The foundational legislation governing electronic records and digital data in India. Section 43A (inserted by the 2008 Amendment) holds any body corporate handling sensitive personal data liable to pay compensation for failure to implement reasonable security practices that causes wrongful loss or gain. Section 72A establishes criminal liability — imprisonment up to three years and/or fine up to Rs. 5 lakh — for disclosure of personal information without consent. Section 67C mandates preservation and retention of electronic records by intermediaries as prescribed.

⚖️ LEGAL REFERENCE — IT (SPDI) RULES, 2011 — NOTIFIED UNDER SECTION 87(2) OF THE IT ACT

The operative data protection rules currently in force alongside the DPDPA. Rule 3 defines Sensitive Personal Data or Information. Rule 4 mandates a published privacy policy. Rule 5 governs collection with mandatory purpose disclosure and consent. Rule 6 restricts third-party disclosure. Rule 7 governs international data transfer. Rule 8 mandates reasonable security practices including IS/ISO/IEC 27001 compliance. Rule 5(9) requires a designated, accessible Grievance Officer.

⚖️ LEGAL REFERENCE — CONSUMER PROTECTION ACT, 2019 — SECTIONS 2(7), 47 & 94

Paid students of Speakent qualify as 'consumers' under Section 2(7). Section 47 empowers the Central Consumer Protection Authority to investigate unfair trade practices including deceptive data handling. Section 94 enables the Central Government to prescribe data-related protections in e-commerce, which encompasses online education platforms like Speakent.

⚖️ LEGAL REFERENCE — INDIAN PENAL CODE, 1860 — SECTIONS 415, 416 & 417 (CHEATING & MISREPRESENTATION)

Where personal data is used for a purpose materially inconsistent with what was disclosed at the time of consent, this may constitute cheating under Section 415 IPC. Section 416 covers cheating by impersonation and Section 417 prescribes punishment. Speakent's commitment to purpose limitation under Section 5 of this Policy is designed to ensure full compliance.

⚖️ **LEGAL REFERENCE — THE RIGHT TO PRIVACY — ARTICLE 21, CONSTITUTION OF INDIA (K.S. PUTTASWAMY V. UNION OF INDIA, (2017) 10 SCC 1)**

In this landmark nine-judge constitutional bench ruling, the Supreme Court of India unanimously held that the right to privacy is a fundamental right under Article 21 (right to life and personal liberty). This ruling is the constitutional foundation of all data protection law in India. Speakeant treats privacy not as a compliance exercise but as a fundamental obligation rooted in this constitutional guarantee.

PREAMBLE

This Privacy Policy (the "Policy") is issued by Speakent, an online communication and spoken English training platform operating in India, in compliance with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, the SPDI Rules, 2011, and all other applicable Indian law. This Policy describes how Speakent collects personal data, the purposes and legal basis for processing it, how long it is retained, who it may be shared with, how it is protected, and the rights available to individuals in relation to their data.

By enrolling in any Speakent programme, using any Speakent platform, submitting any registration form, joining any Speakent messaging group, or otherwise interacting with Speakent in any digital medium, you confirm that you have read this Policy in full, understood its contents, and freely consent to the processing of your personal data as described herein. This consent satisfies the requirements of Section 6 of the DPDPA, 2023.

i THIS POLICY & THE TERMS AND CONDITIONS

This Privacy Policy is a standalone legal document but must be read alongside Speakent's Terms and Conditions. Together, they form the complete governance framework. In any conflict on a privacy matter, this Policy prevails.

1. DEFINITIONS & INTERPRETATION

The following terms carry the meanings assigned to them by the DPDPA, 2023 and the SPDI Rules, 2011.

"Personal Data" as per Section 2(t) DPDPA — any data about an identifiable individual. Includes names, phone numbers, email addresses, and any data that can alone or in combination identify a person.

"Sensitive Personal Data (SPDI)" as per Rule 3, SPDI Rules — passwords, financial information, physical and mental health conditions, sexual orientation, medical records, and biometric information. Speakent does not intentionally collect SPDI but observes heightened obligations where voluntarily provided.

"Data Fiduciary" as per Section 2(i) DPDPA — an entity that determines the purpose and means of processing personal data. Speakent is a Data Fiduciary.

"Data Principal" as per Section 2(j) DPDPA — the individual to whom the personal data relates. All students, teachers, team members, and visitors are Data Principals.

"Consent" as per Section 6 DPDPA — free, specific, informed, unconditional, and unambiguous indication of the Data Principal's wishes expressed through a clear affirmative action.

"Processing" any operation on personal data including collection, recording, storage, use, disclosure, transmission, erasure, or destruction.

"Data Breach" any unauthorised or unlawful processing, accidental loss, alteration, disclosure of, or access to personal data.

"Data Processor" as per Section 2(k) DPDPA — any entity processing data on behalf of a Data Fiduciary. Speakent's third-party service providers may act as Data Processors.

"Purpose Limitation" the principle under Section 4(1)(b) DPDPA that personal data may only be processed for the specific purpose for which consent was obtained.

"Batch Commencement Date" the date on which the first scheduled live session of an enrolled batch takes place.

2. IDENTITY OF THE DATA FIDUCIARY

As required by Rule 4(1)(a) of the SPDI Rules, 2011 and Section 8 of the DPDPA, 2023 (transparency obligation), the following information identifies the Data Fiduciary responsible for your personal data.

FIELD	DETAIL
Entity Name	Speakent
Nature of Business	Online Communication & Spoken English Training Platform
Mode of Operation	Fully online, via live video conferencing (Zoom, Google Meet, and equivalent platforms)
Primary Jurisdiction	Republic of India
Applicable Law	DPDPA 2023, IT Act 2000, SPDI Rules 2011, and all other applicable Indian law
Grievance Officer	To be formally designated and published on all official Speakent platforms by the effective date of this Policy, in compliance with Rule 5(9) of the SPDI Rules, 2011 and Section 13(3) of the DPDPA, 2023
Response Timeline	All privacy grievances acknowledged within 5 business days and substantively resolved within 30 days as mandated by Rule 5(9) of the SPDI Rules, 2011

3. CATEGORIES OF PERSONAL DATA COLLECTED

Consistent with the principle of data minimisation under Section 4(1)(c) of the DPDPA and Rule 4(1)(b) of the SPDI Rules, Speakent collects only the data necessary for identified, legitimate purposes. The following table documents every category of data Speakent may collect, its source, and the parties from whom it is collected.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 4 & SECTION 6 (LAWFUL PROCESSING & CONSENT)

Personal data may only be processed where the Data Principal has given free, informed, and specific consent under Section 4(1)(a), or under other lawful grounds in Section 4(1)(b)-(e). Speakent's primary basis is informed consent given at the point of enrolment or registration.

DATA CATEGORY	NATURE & SOURCE
Identity Data	Full name, date of birth, age, and photograph (where voluntarily submitted). Collected from students, teachers, and team members at enrolment or onboarding.
Contact Data	Mobile number, email address, and city of residence. Collected at enrolment or registration. Primary channel for programme communication.
Educational & Proficiency Data	Current educational qualification, current English proficiency level, and chosen programme track. Collected from students for appropriate batch placement.
Payment Data	Transaction reference numbers, payment confirmation details, and amount paid. Note: Speakent does not store card numbers, CVV codes, or net-banking credentials. Payment processing is handled by PCI DSS-compliant third-party gateways.
Performance & Progress Data	Attendance records, participation levels, DPP completion records, trainer feedback notes, and performance evaluation data. Collected during the programme for student progress monitoring.
Communication Data	Records of messages in Speakent's official channels (WhatsApp, Telegram, etc.), email exchanges, and submitted feedback or complaints.
Technical / Log Data	IP address, device type, browser type, and session timestamps, collected automatically for security and platform integrity purposes only.
Testimonial & Media Data	Photographs, video testimonials, or written feedback voluntarily submitted by a user, collected only with express separate consent.
Sensitive Personal Data (Exceptional)	Speakent does not solicit SPDI. If a student voluntarily discloses health information in the context of a session deferral request, it is handled under the heightened protections of Rule 3 and Rule 6 of the SPDI Rules, 2011.

4. LAWFUL BASIS FOR PROCESSING

Every act of processing by Speakent must rest on a lawful basis under the DPDPA, 2023. The following table documents each basis Speakent relies upon and the specific context in which it applies.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 4 (GROUNDS FOR PROCESSING)

Section 4 permits processing where: (a) the Data Principal has given free, informed, specific consent (S.4(1)(a)); (b) processing is necessary for contractual performance (S.4(1)(b)); (c) processing is required by legal obligation (S.4(1)(c)); (d) processing protects vital interests (S.4(1)(d)); or (e) processing serves a legitimate State purpose (S.4(1)(e)).

LAWFUL BASIS	APPLICATION TO SPEAKENT
Consent (Primary Basis)	Primary basis for all processing. Obtained at enrolment — free, specific, informed, unconditional, expressed through an affirmative action as required by Section 6(1) DPDPA.
Contractual Necessity	Processing of identity, contact, and payment data necessary to perform the enrolment contract. Section 4(1)(b) DPDPA permits this without separate consent.
Legal Obligation	Data retained where required by Indian law — e.g., financial records under the Income Tax Act, 1961, or records required for legal proceedings.
Legitimate Interest (Limited)	Minimal technical data (IP addresses, session timestamps) processed on legitimate interest grounds for platform security and fraud prevention, not overriding individual rights.
Vital Interests	In rare circumstances where processing is necessary to protect a student's life or safety in an emergency, Speakent may process relevant data without prior consent.

5. PURPOSE OF PROCESSING — PURPOSE LIMITATION

Purpose limitation — codified in Section 4(1)(b) of the DPDPA, 2023 — prohibits using personal data for any purpose other than the one for which consent was obtained. The following table exhaustively documents every purpose for which Speakent processes personal data. Processing for any unlisted purpose requires fresh, specific consent.

PURPOSE	DESCRIPTION
Programme Delivery	Processing identity, contact, proficiency, and attendance data to deliver the enrolled live online programme, communicate session links and schedules, monitor progress, and provide feedback.
Batch Administration	Organising students into appropriate batches, maintaining enrolment records, managing session scheduling, and coordinating trainer assignments.
Payment Processing	Confirming receipt of fees, issuing payment confirmations, maintaining financial records as required under the Income Tax Act, 1961, and addressing payment disputes.
Communication	Sending programme notifications, schedule updates, batch communications, and responding to queries or grievances.
Progress Tracking & Evaluation	Maintaining attendance, participation, practice completion, and trainer assessment records to enable meaningful progress review and final performance evaluation.
Quality Assurance	Reviewing session quality, trainer performance, and programme effectiveness using anonymised or aggregated feedback and participation data.

Legal Compliance	Retaining records required by applicable law, responding to valid legal orders, and exercising Speakent's legal rights in connection with any dispute.
Marketing (With Consent)	Using voluntarily submitted testimonials, photographs, or video reviews in promotional communications, subject to explicit prior consent obtained separately. May be opted out of at any time without affecting programme participation.
Platform Security	Processing technical data including IP addresses and session timestamps to detect and prevent unauthorised access, fraud, or misuse.

⚠ PURPOSE LIMITATION IS ABSOLUTE

Speakent will never use your personal data for any purpose not listed above without first obtaining your specific, informed, and separately given consent. Processing data for undisclosed purposes is a violation of Section 4(1)(b) DPDPA, 2023.

6. DISCLOSURE & SHARING OF PERSONAL DATA

The following section documents with complete transparency every circumstance in which personal data may be shared, the parties with whom it may be shared, and the legal basis and safeguards that apply.

⚖ LEGAL REFERENCE — SPDI RULES, 2011 — RULE 6 (DISCLOSURE OF INFORMATION)

Rule 6 prohibits disclosure of SPDI to any third party without prior permission of the individual, except where necessary for a lawful contract, required by law, or where the individual has consented. Rule 6(1) requires that any third party receiving data maintain the same level of data protection as the transferring entity.

RECIPIENT	BASIS & SAFEGUARDS
Payment Gateways	Transaction reference data shared with payment processor solely for confirming and processing programme fees. Processor is a Data Processor under DPDPA and is contractually bound to this purpose only.
Video Conferencing Platforms	Name and email processed by Zoom / Google Meet to generate session access. These platforms have independent privacy policies; Speakent selects platforms with recognised privacy standards.
Communication Platforms	Contact data used to add enrolled students to official batch groups on WhatsApp or Telegram. Users are advised to review the respective platform's privacy policy.
Legal Authorities	Personal data disclosed only in response to a valid court order, summons, or statutory notice. Speakent will, where legally permitted, notify the affected Data Principal before complying.

Internal Team Members	Access limited to those team members and teachers who require specific data for their designated responsibilities. Governed by role-based access controls.
No Sale of Data	Speakent does not sell, rent, lease, or otherwise commercially exploit personal data. This is an absolute prohibition with no exceptions.

7. DATA RETENTION & STORAGE LIMITATION

The principle of storage limitation under Section 4(1)(d) of the DPDPA, 2023 requires that personal data be retained only for as long as necessary. The following table documents Speakent's retention periods for each category of data.

⚖️ LEGAL REFERENCE – DPDPA, 2023 – SECTION 4(1)(D) & SPDI RULES, 2011 – RULE 5(4)

Section 4(1)(d) prohibits retention beyond the period necessary for the stated purpose. Rule 5(4) of the SPDI Rules requires data not be retained longer than needed. Upon expiry, data must be erased or anonymised in a manner that renders it irrecoverable.

DATA CATEGORY	RETENTION PERIOD
Enrolment & Identity Data	Retained for programme duration plus 3 years post-completion, to support certificate re-issuance, dispute resolution, and audit compliance.
Payment Records	Retained for 7 years from transaction date, as required by Section 128 of the Companies Act, 2013 and Income Tax Act, 1961.
Performance & Progress Data	Retained for 2 years post-programme completion, then permanently deleted or anonymised.
Communication Records	Retained for 2 years from last communication, to support dispute resolution and grievance processing.
Technical / Log Data	Retained for 90 days then permanently deleted, unless a security incident requires retention for investigative purposes.
Testimonial & Media Data	Retained while consent remains in force. On withdrawal of consent, removed from active use within 30 days and deleted within 90 days, subject to technical constraints.
Withdrawn / Removed Users	All non-essential personal data deleted within 90 days of departure, subject to retention periods above where legally required.

8. RIGHTS OF DATA PRINCIPALS UNDER INDIAN LAW

The DPDPA, 2023 confers specific, enforceable rights upon every Data Principal. These are not conditional upon Speakent's goodwill — they are legally mandated entitlements guaranteed by Sections 11 to 14 of the Act. Speakent is legally obligated to facilitate the exercise of each right promptly and without penalty to the individual.

✓ YOUR LEGAL RIGHTS AS A DATA PRINCIPAL

The rights below are guaranteed under Sections 11-14 of the DPDPA, 2023. Any clause in this Policy or in Speakent's Terms and Conditions that purports to waive or restrict these rights is void to that extent.

8.1 Right to Access Information — Section 11, DPDPA 2023

You have the right to obtain a clear summary of: (a) the personal data being processed about you; (b) the purposes for which it is being processed; and (c) the identities of all Data Processors and parties with whom it has been shared. Submit a written request to Speakent's Grievance Officer. Response within 30 days.

8.2 Right to Correction & Erasure — Section 12, DPDPA 2023

You have the right to request correction of inaccurate or incomplete data, and erasure of data no longer necessary for its collected purpose. Speakent will process such requests within 30 days, subject to lawful mandatory retention obligations — for example, payment records mandatorily retained for 7 years under tax law cannot be erased during that period.

8.3 Right to Grievance Redressal — Section 13, DPDPA 2023 & Rule 5(9), SPDI Rules 2011

You have the right to have any grievance relating to the processing of your personal data addressed by Speakent's Grievance Officer, who must respond within 30 days. If unsatisfied, you may escalate to the Data Protection Board of India established under Chapter VI of the DPDPA, 2023.

8.4 Right to Withdraw Consent — Section 6(4), DPDPA 2023

You may withdraw consent at any time by submitting a written request to Speakent. As provided in Section 6(4), the consequences of withdrawal are borne by the Data Principal — withdrawal of data essential to programme delivery will result in Speakent being unable to continue that service. Withdrawal of marketing consent does not affect programme participation.

8.5 Right to Nominate — Section 14, DPDPA 2023

You have the right to nominate another individual who, in the event of your death or incapacity, shall exercise your rights as a Data Principal in relation to your data held by Speakent. Such nomination must be submitted in writing.

8.6 Right to Complain to the Data Protection Board — Section 27, DPDPA 2023

If you believe Speakent has processed your data in violation of the DPDPA, you may file a complaint with the Data Protection Board of India under Section 27. The Board may direct remedial action and impose financial penalties of up to Rs. 250 crore for significant breaches under Section 33(2).

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 33 (FINANCIAL PENALTIES)

Failure to fulfil obligations toward Data Principals under Section 33(2)(c) may attract penalties up to Rs. 250 crore. Failure to implement reasonable security safeguards under Section 33(2)(a) may attract penalties up to Rs. 250 crore. Non-compliance with children's data protection under Section 33(2)(b) may attract up to Rs. 200 crore.

9. DATA SECURITY MEASURES

Under Section 8(5) of the DPDPA, 2023 and Rule 8 of the SPDI Rules, 2011, Speakent is legally obligated to implement and maintain reasonable security practices to protect personal data against unauthorised access, disclosure, alteration, loss, or destruction.

⚖️ LEGAL REFERENCE — IT ACT, 2000 — SECTION 43A & SPDI RULES, 2011 — RULE 8

Section 43A holds a body corporate liable to compensate affected persons for failure to implement reasonable security practices causing wrongful loss or gain. Rule 8 defines reasonable security practices as compliance with IS/ISO/IEC 27001 or an approved equivalent standard. Speakent commits to meeting this standard.

- 9.1** Access Controls: Access to personal data is restricted on a strict need-to-know basis. Each team member and teacher is granted access only to the specific data required for their designated function. Access credentials are individual, non-transferable, and subject to periodic review.
 - 9.2** Transmission Security: Where personal data is transmitted digitally, Speakent uses encrypted communication channels wherever technically feasible and selects service providers that use TLS encryption for data in transit.
 - 9.3** Third-Party Processor Controls: Before engaging any Data Processor, Speakent assesses that processor's security standards and ensures through contractual terms that the processor maintains equivalent data protection, as required by Rule 6(1) of the SPDI Rules, 2011.
 - 9.4** Data Minimisation in Practice: Speakent's internal processes are designed to collect only the data listed in Section 3. Team members are instructed not to request or retain any personal data beyond operational necessity.
 - 9.5** Limitations: No digital security system is impenetrable. Where Speakent cannot guarantee absolute security, it commits to breach notification obligations as described in Section 10 of this Policy.
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10. DATA BREACH NOTIFICATION

A data breach is any incident in which personal data is accessed, disclosed, altered, lost, or destroyed without authorisation. The DPDPA, 2023 and IT Act, 2000 impose specific notification obligations on Speakent in such circumstances.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 8(6) (BREACH NOTIFICATION OBLIGATION)

Section 8(6) requires every Data Fiduciary to notify the Data Protection Board of India and each affected Data Principal of any personal data breach, in the prescribed manner and within the prescribed timeframe, describing the nature of the breach, the data affected, likely consequences, and remedial measures taken.

- 10.1** Internal Detection: Speakent maintains processes to detect data breaches promptly. Upon becoming aware of any potential breach, an internal investigation is immediately initiated to assess its nature and extent.
- 10.2** Notification to the Data Protection Board: Where a breach requires regulatory notification under the DPDPA, Speakent will notify the Data Protection Board within the prescribed timeframe with all required information.
- 10.3** Notification to Data Principals: Speakent will notify all affected Data Principals in clear and accessible language, describing what data was compromised, likely risks, and the steps being taken to address the situation and prevent recurrence.
- 10.4** Remediation: Following any breach, Speakent will take all reasonable steps to contain the breach, review and strengthen security measures, and cooperate fully with any investigation by the Data Protection Board or other competent authority.

11. PROTECTION OF CHILDREN'S PERSONAL DATA

The DPDPA, 2023 affords special protection to children's personal data. A 'child' is defined in Section 2(e) of the Act as any person below 18 years of age. Although Speakent's programmes target individuals aged 18 to 28, the following provisions govern any interaction involving a minor.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 9 (CHILDREN'S DATA)

Section 9(1) prohibits processing a child's personal data without verifiable parental or guardian consent. Section 9(3) prohibits tracking, behavioural monitoring, or targeted advertising directed at children. Violation may attract penalties up to Rs. 200 crore under Section 33(2)(b) of the DPDPA.

- 11.1** Where any individual below 18 seeks to enrol, a parent or legal guardian must provide verifiable consent to both the enrolment and the processing of the minor's personal data as described in this Policy.
- 11.2** In providing consent on behalf of a minor, the parent or guardian accepts all terms of this Policy and represents that they are the legal parent or guardian of that individual.

- 11.3** Speakent does not engage in any behavioural monitoring, tracking, or targeted advertising directed at individuals below 18, in full compliance with Section 9(3) of the DPDPA.
- 11.4** If Speakent discovers that a minor's data has been collected without proper parental consent, that data will be immediately deleted and the minor's access suspended pending provision of proper consent.

12. CROSS-BORDER TRANSFER OF PERSONAL DATA

Because Speakent operates through third-party digital platforms, some personal data processing may technically occur on servers outside India. This section governs Speakent's obligations and safeguards in relation to such transfers.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 16 (RESTRICTION ON TRANSFER OUTSIDE INDIA)

Section 16 empowers the Central Government to notify countries to which personal data may or may not be transferred. Until such notification is issued, Speakent ensures cross-border transfers occur only to jurisdictions providing adequate data protection, or subject to contractual safeguards equivalent to those required under Indian law.

- 12.1** Speakent only uses third-party service providers that maintain internationally recognised data security and privacy standards and have published privacy policies disclosing their own data handling practices.
- 12.2** Where technically and contractually feasible, Speakent seeks data processing agreements ensuring personal data is used by third-party platforms for no purpose other than the provision of the relevant service to Speakent and its users.
- 12.3** Speakent will update its data transfer practices in accordance with any notifications issued by the Central Government under Section 16 of the DPDPA, 2023.

13. CONSENT — OBTAINING, MANAGING & WITHDRAWING

Consent is the foundation of Speakent's data processing. The DPDPA, 2023 establishes precise standards for valid consent, and Speakent's enrolment processes are designed to meet those standards in full.

⚖️ LEGAL REFERENCE — DPDPA, 2023 — SECTION 6 (CONSENT)

Section 6(1): consent must be free, specific, informed, unconditional, and expressed through a clear affirmative action. Section 6(2): a notice must be provided before consent is sought describing data to be collected, purposes, and how rights may be exercised. Section 6(3): consent for processing cannot be made a precondition for services if that data is not necessary for the service. Section 6(4): consent may be withdrawn at any time.

- 13.1** How Consent is Obtained: At enrolment or registration, Speakent presents a clear notice consistent with Section 6(2) DPDPA summarising what data will be collected, for what purposes, and how Data Principal rights may be exercised. Proceeding with enrolment after reading this notice and Policy constitutes the affirmative consent action required by Section 6(1).
- 13.2** Separate Consent for Marketing: Consent for use of personal data for marketing purposes is sought separately from enrolment consent. A student may decline marketing consent without in any way affecting their programme participation.
- 13.3** Withdrawal of Consent: Submit a written request to Speakent's Grievance Officer. Withdrawal is effective from the date of acknowledgement, actioned within 30 days. Withdrawal of data essential to programme delivery results in Speakent being unable to continue the service – this consequence is borne by the Data Principal per Section 6(4) DPDPA.
- 13.4** Consent Records: Speakent maintains records of when and how consent was obtained from each Data Principal. These records are available to the Data Protection Board upon request.

14. COOKIES & TRACKING TECHNOLOGIES

Speakent operates primarily through third-party platforms. The use of cookies and similar tracking technologies is therefore limited and governed as follows.

- 14.1** Where Speakent operates any web-based platform, standard session cookies may be used for security and basic analytics. No persistent tracking cookies that build behavioural profiles are deployed.
- 14.2** Third-party platforms used by Speakent (Zoom, Google, WhatsApp, Instagram) deploy their own cookies governed by their respective privacy policies. Speakent is not responsible for the tracking practices of these platforms.
- 14.3** Users may adjust their browser or device settings to restrict or delete cookies without affecting access to Speakent's live session links, which are delivered via email and messaging rather than browser-based tracking.

15. GRIEVANCE OFFICER & REDRESSAL MECHANISM

Rule 5(9) of the SPDI Rules, 2011 and Section 13(3) of the DPDPA, 2023 mandate the designation of an accessible, identifiable Grievance Officer empowered to address privacy concerns from Data Principals.

FIELD	DETAIL
Grievance Officer	Formally designated by Speakent and published on all official platforms by the effective date of this Policy
Mode of Contact	Written communication via email or the official Speakent contact channel

Acknowledgement Timeline	Within 5 business days of receiving the grievance
Resolution Timeline	Within 30 days of acknowledgement, as mandated by Rule 5(9) of the SPDI Rules, 2011
Escalation	Unresolved grievances may be escalated to the Data Protection Board of India under Section 27 of the DPDPA, 2023
Jurisdiction	Laws of India; courts in Ludhiana, Punjab, India, without prejudice to the jurisdiction of the Data Protection Board

16. AMENDMENTS TO THIS POLICY

- 16.1** Speakent may amend this Policy at any time to reflect changes in applicable law, data processing practices, or the Speakent platform. All amendments will be notified to existing users via their registered contact details.
- 16.2** The version number and effective date on the first page will always reflect the most current version. Continued participation after the effective date of an amendment constitutes acceptance of the amended Policy.
- 16.3** Where an amendment materially expands the scope of data processing – for example, collecting a new category of data or using data for a new purpose – Speakent will obtain fresh consent from affected Data Principals before implementing that change.

17. MISCELLANEOUS LEGAL PROVISIONS

- 17.1** Severability: If any provision of this Policy is found invalid or unenforceable by a competent court or the Data Protection Board, that provision shall be severed and all remaining provisions shall continue in full force and effect.
 - 17.2** Entire Statement on Privacy: This Policy constitutes Speakent's complete statement of its data privacy obligations and practices and supersedes any prior representations on privacy.
 - 17.3** Governing Law: This Policy is governed by the laws of the Republic of India, including the DPDPA 2023, IT Act 2000, SPDI Rules 2011, and all rules notified thereunder.
 - 17.4** Language: This Policy is in English. Where any translation exists for accessibility, the English version prevails in all matters of interpretation.
 - 17.5** Relationship with Terms & Conditions: This Policy must be read alongside Speakent's Terms and Conditions. In any inconsistency on a privacy matter, this Policy prevails.
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18. ACKNOWLEDGEMENT OF THIS POLICY

✓ YOUR ACKNOWLEDGEMENT AS A DATA PRINCIPAL

By enrolling in any Speakent programme, using any Speakent platform, or otherwise interacting with Speakent in any digital medium, you confirm: (a) you are at least 18 years of age or have obtained parental consent; (b) you have read this Privacy Policy in its entirety; (c) you understand the purposes and legal basis for processing your personal data; and (d) you freely and unconditionally consent to such processing as described herein. This acknowledgement satisfies the requirements of Section 6(1) of the Digital Personal Data Protection Act, 2023.

This Policy has been prepared by Speakent in good faith, with the intent of full compliance with all applicable Indian data protection legislation, and with genuine respect for the privacy rights of every individual whose data Speakent holds. Speakent treats data privacy not as a compliance burden but as a fundamental expression of the trust its students, teachers, and team members place in it — a trust rooted in the constitutional guarantee of the right to privacy under Article 21 of the Constitution of India.

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A Place Where Ideas Are Spoken With Purpose

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