

PRIVACY POLICY

IndieAn Learning Private Limited

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Registered Office: HOUSE NO. 01 BACK PORTION GROUND FLOOR Block 8, Moti Nagar ,
Delhi, Delhi, India - 110015 — Corporate Identity Number (CIN): [CIN:
U74999DL2016PTC298160]

Email: support@indiean.com | Grievance Officer: Sarah Massey, support@indiean.com
| Grievance Response Time: 30 days

1. Introduction and Commitment

IndieAn Learning Private Limited and/or E Easy Solutions Private Limited (collectively referred to as "IndieAn", "Company", "we", "our", or "us") is committed to safeguarding the privacy, dignity, and legal rights of every individual who interacts with our platforms, applications, and services (collectively, the "Services").

This Privacy Policy ("Policy") sets out, in clear and unambiguous terms, how we collect, use, store, share, transfer, and protect your personal information, including any sensitive personal data or information ("SPDI") as defined under applicable law. This Policy is binding on all users of IndieAn Services and should be read in conjunction with our Terms of Service.

This Policy is governed by and shall be construed in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules"), the Digital Personal Data Protection Act, 2023 ("DPDPA"), and to the extent applicable, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Children's Online Privacy Protection Act ("COPPA"), and any other applicable data protection laws.

2. Scope and Applicability

This Policy applies to:

- All individuals who access or use IndieAn Services, including learners, parents and guardians, educators, and institutional administrators ("Data Principals" or "Users");
- All IndieAn platforms, including mobile applications (iOS and Android), web applications, APIs, and any related services or tools;
- All employees, contractors, and agents of IndieAn who process personal data on behalf of the Company; and
- Third parties who process personal data under agreement with IndieAn.

This Policy does not apply to third-party websites or services linked from our platform. We encourage Users to review the privacy policies of such third parties independently.

3. Definitions

For the purposes of this Policy, the following definitions apply:

Category	Details
Data Principal	The natural person to whom the personal data relates; in the context of minors, includes the parent or legal guardian.
Data Fiduciary	IndieAn Learning Private Limited, which determines the purpose and means of processing personal data.
Data Processor	Any entity that processes personal data on behalf of IndieAn, under a contractual or legal obligation.
Personal Data	Any data about an individual who is identifiable by or in relation to such data, whether directly or indirectly.
Sensitive Personal Data or Information (SPDI)	Passwords, financial information, health data, biometric data, and other categories specified under the SPDI Rules.
Consent	A freely given, specific, informed, unambiguous, and revocable indication of agreement to the processing of personal data.
Processing	Any operation performed on personal data, including collection, recording, storage, use, disclosure, and deletion.
Child / Minor	Any individual under the age of 18 years, or as defined under applicable jurisdiction-specific law.

4. Categories of Information Collected

We collect only such personal information as is necessary for the legitimate purposes described in this Policy. The categories of information we collect include:

4.1 Identity and Contact Information

- Full name and display name
- Email address and verified phone number
- Date of birth (used for age verification and child safety compliance)
- Account credentials (passwords stored in hashed and salted format; never in plain text)
- Parent or guardian name and contact details (where the User is a minor)

4.2 Educational and Learning Data

- Lesson progress, completion status, and curriculum milestones
- Practice session logs, scores, streaks, and performance data
- Learning path selections and historical activity records
- Teacher or educator annotations and evaluations (where applicable)

4.3 Audio and Biometric-Proximate Performance Data

- Audio input captured via device microphone during practice sessions (processed locally and/or on secure servers)
- Derived musical metrics: pitch, rhythm, tempo, timing accuracy, and tonal quality
- Calibration data generated for personalised AI-driven feedback

Note: Audio recordings captured during practice sessions may constitute biometric or sensitive data under certain jurisdictions. We apply heightened protections to such data as described in Section 9.

4.4 User-Generated Content (UGC)

- Recordings, practice logs, and notes voluntarily submitted by the User
- Feedback, reviews, surveys, and testimonials
- Content submitted through messaging, support tickets, or community features

4.5 Technical and Device Information

- Device type, model, operating system version, and browser type
- IP address and derived approximate geographic location (country/region level)
- App version, device identifiers, and crash/diagnostic logs
- Push notification tokens (for service alerts)

4.6 Usage and Behavioural Data

- Session timestamps, duration, and frequency
- Navigation patterns, feature usage, and in-app interactions
- Engagement metrics including lesson completion rates and notification interactions

5. Legal Basis for Processing

We process personal data only where a valid legal basis exists. The applicable legal bases are:

Category	Details
Consent (Section 5 SPDI Rules; Article 6(1)(a) GDPR)	Where you have provided express, informed, and revocable consent, including for processing of sensitive data, marketing communications, and audio data.
Contractual Necessity	Where processing is necessary to perform our obligations under the Terms of Service, including account creation, lesson delivery, and progress tracking.
Legitimate Interests	Where processing is necessary for our legitimate business interests (e.g., fraud prevention, platform security, product improvement), provided such interests are not overridden by your rights.
Legal Obligation	Where processing is required under applicable law, court order, or regulatory directive.
Vital Interests	In exceptional circumstances, where processing is necessary to protect life or physical safety.
Parental Consent (COPPA / DPDPA)	Where the User is a child under 13 (COPPA) or under 18 (DPDPA), processing is subject to verified parental or guardian consent.

6. Purposes of Processing

We use the information collected for the following purposes:

- **Service Delivery:** To create and manage your account, authenticate identity, and deliver the Services you have subscribed to.
- **Personalised Learning:** To tailor lesson content, feedback, and recommendations to your individual learning profile and progress.

- **AI-Based Music Analysis:** To provide real-time pitch, rhythm, and accuracy feedback through our proprietary audio analysis engine.
- **Platform Improvement:** To identify bugs, analyse feature usage, and enhance the overall quality and reliability of the Services.
- **Safety and Security:** To detect, investigate, and prevent fraudulent activity, abuse, unauthorised access, or violations of our Terms of Service.
- **Legal Compliance:** To comply with applicable laws, regulations, court orders, and requests from competent authorities.
- **Communications:** To send transactional, service-related, and (with consent) promotional communications.
- **Analytics and Research:** To generate aggregate and anonymised insights for product research, reporting, and business development.
- **Dispute Resolution:** To retain records necessary to investigate and resolve disputes or enforce our contractual rights.

7. Children's Privacy and Parental Consent

The protection of children's data is of paramount importance to IndieAn. The following provisions apply specifically to Users who are minors:

- IndieAn may be used by individuals under the age of 18. Where a User is a minor, we require verifiable parental or legal guardian consent prior to account creation and before processing any personal data.
- We do not knowingly collect personal data from children under the age of 13 (or the applicable local minimum age) without explicit parental consent. Where we become aware that personal data of a child has been collected without such consent, we will promptly delete such data.
- Audio recordings and performance data collected from minors are processed solely for educational purposes and are not shared with third parties for commercial or marketing purposes.
- Parents and guardians have the right to access, review, correct, or request deletion of their child's personal data at any time by contacting us at support@indiean.com.
- Separate, express consent will be obtained before any identifiable image, likeness, voice, or testimonial of a minor is used for any promotional, marketing, or public-facing purpose.
- We comply with the Children's Online Privacy Protection Act (COPPA), the DPDPA's provisions on children's data, and equivalent applicable regulations in all operating jurisdictions.

8. User-Generated Content and Licence

When you submit content through our Services (including audio recordings, written feedback, survey responses, or testimonials), the following terms apply:

You represent and warrant that you own or have the necessary rights to submit such content, and that it does not infringe the intellectual property, privacy, or other rights of any third party.

By submitting content, you grant IndieAn a non-exclusive, worldwide, royalty-free, perpetual, sublicensable licence to use, store, process, reproduce, adapt, translate, and analyse such content solely for the following purposes:

- Providing and improving our Services;
- Training and improving our AI and machine learning models (using anonymised or de-identified data where feasible);
- Research and academic analysis (in anonymised form); and
- Promotional or marketing purposes, only with your prior express consent.

You retain full ownership of your content. We do not claim any proprietary rights over User-Generated Content beyond the licence granted herein. You may withdraw your consent or request removal of identifiable content at any time by contacting us at support@indiean.com.

9. Data Security

IndieAn implements and maintains appropriate technical and organisational security measures to protect personal data against unauthorised access, alteration, disclosure, or destruction. These measures include, but are not limited to:

- Encryption of data in transit using TLS 1.2 or higher (SSL/TLS)
- Encryption of sensitive data at rest using AES-256 or equivalent industry-standard algorithms
- Strict role-based access controls and the principle of least privilege
- Regular security assessments, vulnerability scans, and penetration testing
- Multi-factor authentication for internal administrative access
- Incident response procedures and breach notification protocols
- Employee training on data protection and confidentiality obligations

In the event of a personal data breach that is likely to result in a risk to the rights and freedoms of affected individuals, we will notify the relevant supervisory authority and, where required, affected Data Principals, within the timeframes prescribed by applicable law (72 hours under GDPR; as prescribed under the DPDPA).

Notwithstanding the above, no system is completely immune to security threats. Users are responsible for maintaining the confidentiality of their account credentials and must promptly notify us of any suspected unauthorised access.

10. Data Sharing and Disclosure

We do not sell, rent, or trade your personal data to any third party for their own commercial purposes. We may share personal data only in the following limited circumstances:

10.1 Service Providers and Data Processors

We engage carefully vetted third-party service providers to assist in the operation of our Services (e.g., cloud infrastructure, analytics, payment processing, customer support). Such providers act as Data Processors and are contractually bound to:

- Process data only on our documented instructions;
- Implement appropriate security safeguards;
- Not sub-process data without our prior written consent; and
- Delete or return data upon termination of the engagement.

10.2 Educational Institutions and Partners

Where a User accesses IndieAn through a school, institution, or employer, we may share relevant performance and progress data with authorised institutional administrators, subject to applicable data sharing agreements.

10.3 Legal and Regulatory Authorities

We may disclose personal data to governmental or regulatory authorities where required by applicable law, court order, or valid legal process. We will, to the extent permitted by law, notify affected Users before such disclosure.

10.4 Business Transfers

In the event of a merger, acquisition, restructuring, or sale of all or substantially all of our assets, personal data may be transferred to the successor entity. We will provide notice to affected Users and ensure that the acquiring entity is bound by data protection obligations equivalent to those under this Policy.

10.5 Consent-Based Sharing

We may share your personal data with any third party with your explicit, prior, and informed consent, which you may withdraw at any time.

11. International Data Transfers

IndieAn operates primarily in India. Where we transfer personal data to countries outside India or outside the European Economic Area (as applicable), we ensure that:

- The recipient country provides an adequate level of data protection, as recognised by the relevant authority;
- We implement appropriate safeguards, such as Standard Contractual Clauses (SCCs) approved by the European Commission, Binding Corporate Rules (BCRs), or equivalent instruments; and
- Any transfer is subject to a data transfer impact assessment where required.

Users may request details of the international transfer safeguards applicable to their data by contacting support@indiean.com.

12. Data Retention

We retain personal data only for as long as is necessary for the purposes described in this Policy, or as required by applicable law. The following principles govern our retention practices:

Category	Details
Active Account Data	Retained for the duration of your account's active status.
Educational / Progress Records	Retained for [X] years following account closure, unless earlier deletion is requested.
Audio Recordings	Deleted within [X] days of capture, unless retained under separate consent for model training purposes.
Legal / Compliance Records	Retained for the minimum period required by applicable law (e.g., tax, audit, or dispute resolution obligations).
Marketing Data	Retained until consent is withdrawn or for [X] years, whichever is earlier.
Backup Data	Securely purged within [X] days of primary data deletion.

You may request deletion of your data at any time (see Section 13). Where deletion is not immediately possible due to legal obligations or backup cycles, we will restrict further processing and notify you accordingly.

13. Your Rights as a Data Principal

Subject to applicable law and certain exceptions, you have the following rights in respect of your personal data:

Category	Details
Right of Access	To request a copy of the personal data we hold about you and information about how it is processed.
Right to Correction	To request correction or updating of inaccurate or incomplete personal data.
Right to Erasure	To request deletion of your personal data where it is no longer necessary, consent is withdrawn, or processing is unlawful.
Right to Withdraw Consent	To withdraw consent for any processing activity at any time, without affecting the lawfulness of prior processing.
Right to Restriction	To request that we limit the processing of your data in certain circumstances.
Right to Object	To object to processing based on legitimate interests, including for direct marketing purposes.
Right to Data Portability	To receive your data in a structured, commonly used, machine-readable format and to transmit it to another controller.
Right to Nominate	Under the DPDPA, to nominate another person to exercise your rights on your behalf.
Right to Grievance Redressal	To lodge a complaint with our Grievance Officer or a relevant Data Protection Authority.

To exercise any of the above rights, please submit a written request to our Grievance Officer at support@indiean.com. We will respond within 30 calendar days. We may request identity verification before fulfilling any request.

Where your request is refused, we will provide written reasons and information on how to appeal or escalate the matter.

14. Cookies and Tracking Technologies

IndieAn uses cookies, web beacons, pixel tags, and similar tracking technologies on our web platforms to enhance functionality, analyse usage, and deliver personalised experiences. The types of cookies we use include:

Category	Details
Strictly Necessary	Essential for the operation of the platform (e.g., session management, authentication). Cannot be disabled.
Functional	Enable enhanced features such as language preferences and user settings.
Analytical / Performance	Used to understand how Users interact with our Services (e.g., Google Analytics). Data is aggregated and anonymised where possible.
Marketing / Targeting	Used, with your consent, to deliver relevant promotional content.

You may manage your cookie preferences through our Cookie Consent Manager (available on our web platform) or through your browser settings. Please note that disabling certain cookies may impair platform functionality.

15. Automated Decision-Making and AI Systems

IndieAn employs automated processing and AI-driven systems to provide personalised learning feedback and music analysis. Where such automated processing has a significant effect on you (e.g., generating a performance score that impacts your learning pathway), you have the right to:

- Request human review of the automated decision;
- Obtain an explanation of the logic and factors involved; and
- Contest the outcome and request manual reassessment.

We will always disclose where AI-generated outputs are being presented to Users, and will implement safeguards to prevent discriminatory or unfair outcomes from automated systems.

16. Communications and Marketing

We may send you the following types of communications:

- **Transactional and Service Communications:** These include account notifications, security alerts, payment confirmations, and policy updates. These are mandatory and cannot be opted out of while you hold an active account.
- **Product and Feature Updates:** Information about new features, improvements, or changes to the Services. You may opt out of these at any time.

- **Marketing and Promotional Communications:** These are sent only with your explicit prior consent. You may withdraw consent and unsubscribe at any time by clicking the "Unsubscribe" link in any marketing email or by contacting us at support@indiean.com.

We will honour opt-out requests within [10] business days. Opting out of marketing communications does not affect the delivery of transactional notifications.

17. Grievance Redressal Mechanism

In accordance with the Information Technology Act, 2000 and the DPDPA, IndieAn has appointed a Grievance Officer to address any complaints, queries, or concerns relating to this Policy or the processing of personal data.

Grievance Officer: Sarah Massey, Head of Human Resources

Email: support@indiean.com

Response Time: We will acknowledge your complaint within 48 hours and resolve it within 30 calendar days.

Escalation: If you are unsatisfied with our response, you may escalate the matter to the Data Protection Board of India (under the DPDPA) or the relevant supervisory authority in your jurisdiction (e.g., the Information Commissioner's Office under GDPR).

18. Changes to This Policy

We may amend this Policy from time to time to reflect changes in our data practices, product features, or applicable law. We will notify you of material changes through:

- A prominent notice within the Services (in-app banner or pop-up) at least 14 days prior to the change taking effect;
- An email notification to your registered email address; and/or
- An updated version of this Policy published on our website, with the revised "Effective Date" prominently displayed.

If a change materially reduces your rights or significantly alters how we use your data, we will seek your fresh consent before applying the change to your existing data.

Continued use of the Services after the effective date of any amendment constitutes your acceptance of the revised Policy. If you do not agree to the revised Policy, you must discontinue use of the Services and may request deletion of your account and data.

19. Governing Law and Dispute Resolution

This Policy is governed by the laws of India. Any dispute arising from or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts in Noida, Uttar Pradesh, India.

Before initiating formal legal proceedings, we encourage Users to first attempt resolution through our Grievance Redressal Mechanism (Section 17). We are committed to resolving complaints fairly and efficiently.

20. Contact Us

For all privacy-related inquiries, requests, or concerns, please contact:

IndieAn Learning Private Limited E Easy Solutions Private Limited
HOUSE NO. 01 BACK PORTION GROUND FLOOR Block 8, Moti Nagar , Delhi, Delhi, India - 110015
Email: support@indiean.com
Grievance Officer Email: support@indiean.com
Response Time: Within 48 hours (acknowledgement); within 30 days (full resolution)

By accessing or using IndieAn Services, you confirm that you have read, understood, and agree to this Privacy Policy.