

Content Raven | Privacy Policy

Introduction

Content Raven is the industry leading secure learning content platform that helps enable enterprises to execute on their digital transformation strategy. We help corporate training leaders securely distribute any content type to any device, anywhere in the world. This privacy policy applies to all our registered users (including free/trial users) as well as visitors.

Services

It is Content Raven's policy to respect your privacy regarding any information we may collect while operating our websites and related software applications, collectively called the "Services". This Privacy Policy applies when you use our Services online on the website or through our applications. A link to this privacy policy is also available in "My Profile" section of the application at the footer area. Content Raven, INC ("Content Raven") operates ContentRaven.com "Services". Collectively, Content Raven Inc is the data controller for the personal data that we collect about you.

Data Collection about you

Data that you, your employer or content provider provide during registration. You provide data that is necessary to create user accounts for you. Your content provider may also provide data about you when the services are taken at an organization level.

For user registration, you, your employer or content provider needs to provide your email address.

Data from Others

Content Raven may receive your data from sources other than from you, such as your employer content provider, or tracking cookies

Invitation mails sent by our users

Your information may also be shared with us by our users in the form of invitation mails that are sent out from our system. Once you accept the invitation, you agree to this privacy policy

Payment Information

Certain data about you is necessary to continue our services or statutorily required. Certain personal data such as payment data is a mandatory to continue the services. Failure to provide this will result in disruption of our services. We have clearly marked information that is mandatory during data collection

Special information collected

Our Sites and Services utilize Google Analytics, Lucky Orange to collect information. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics only to improve this site, but in anonymous form. Google Analytics/Lucky Orange collects only the IP address assigned to you on the date you visit this site and assigns a user ID code, rather than your name or other identifying information.

Cookies

We collect data through cookies. Content Raven uses cookies to help Content Raven identify and track visitors, their usage of Content Raven website, and their website access preferences. Content Raven visitors can control cookies through your browser settings.

How We Use Your Data

Lawful basis for processing

We have lawful basis to process your personal data. We also use your consent as basis for lawfully processing your personal data. We process your personal data only when we have a lawful basis. Presently, we use the Performance of Contract (i.e. to deliver the services to you that you requested) and consent as the lawful basis for processing. For certain processing, we may also use legitimate interests as provided under the European Union General Data Protection Regulations (GDPR). Where you have consented to a particular processing, you have a right to withdraw the consent at any time by sending an email to compliance@contentraven.com.

How we use your data

We use your data to authenticate you and authorize access to our services. We use the data that we have about you to provide, support, personalize and make our services (including trial account) more relevant and useful to you and others. In each case, Content Raven collects such information only in so far as is necessary or appropriate to fulfil the purpose of the interaction with our services.

Service Improvement messages and Direct Marketing

- We may send you service related messages or marketing / promotional materials. You may choose to restrict the collection or use of your personal information
- We will update you with improvements in our services, new features and from time to time also carry out direct marketing of our products and services. Direct marketing is carried out only if you consent to receiving such communications from us.
- We may use services like SendGrid to send you emails and track our email interactions with you after you sign up for the Services or if you indicate an interest in receiving information, you may change your mind at any time by emailing us or using the unsubscribe option available in every email.

Customer Support

We use data to help you fix problems. If you send us a request (for example via a support email or via one of our feedback mechanisms), we respond to your request to assist with support issues.

Users under 16 years of age

The Sites and Services do not knowingly collect personal information from users under the age of 16. If you are under the age of 16, you are not permitted to use the Sites and Services or to disclose Personal Information. If we learn we have collected or received Personal Information from a child under 16, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us.

Your Rights

Data Retention Policy

- We retain your information for as long as you or your employer has an active Services account. We may also retain your personal information for extended period under applicable statutory laws
- We retain your personal data while your account is active or until it has been closed, as it is needed to provide you services. Active accounts are those that have logged into our services at least once in the last six months.
- When you decide to close your account, we delete all personal information about you unless your information is necessary for your Employer's Services. We would retain anonymous data related to your usage of the platform (e.g. content viewed, ratings, scores, etc.) for aggregate analytics purposes only.

Rights to Control your Own Data

Whenever you use our services, we aim to provide you easy means to access, modify, delete, object to or restrict use of your personal information

We strive to give you ways to access, update/modify your data quickly or to delete it unless we have to keep that information for legal purposes.

- Access to information – You can access all the information that we have about you on you My profile section. You can also ask us for a copy of this information.
- Modify your data – You can easily modify data that you see on the My Profile section. Presently, due to application functionality, you are not allowed to update your email address. If you need to change your email address that is used for registration, you will need to close the existing account by contacting us at compliance@contentraven.com, and register again with a new email address.
- Delete Data – You can contact us at compliance@contentraven.com to close your account at any time. All personal identifiable data relating to you will be deleted. We would retain anonymous data related to your usage of the platform (e.g. content viewed, ratings, scores, etc.) for aggregate analytics purposes only.
- Object to or restrict use of data – If your data is used for any processing to which you had earlier consented, you can withdraw your consent by contacting us at compliance@contentraven.com.

Account Closure

We keep some personal data even after account closure. Once you choose to close your account, we generally delete your personal information within 30 days of closure of your account. Some information that is necessary for statutory obligations such as records of payment processing, invoicing data will be retained as necessary. We would also retain anonymous data related to your usage of the platform (e.g. content viewed, ratings, scores, etc.) for aggregate analytics purposes only.

Your information shared with others

Recipients of your data

Your data will be shared with other recipients in order to provide you with services.

While we aim to limit the sharing of your data, at times, it is necessary to provide you seamless services. Examples of when and for what purpose your data is shared include data center / hosting services, email marketing services, analytics companies etc.

The following categories of recipient will most likely receive your data in order for us to provide services to you

- Cloud Service Provider - AWS
- Marketing Services
- Service providers engaged by us will have access to your information as reasonably necessary to perform support and maintenance tasks on our behalf and are obligated not to disclose or use it for other purposes.

Cross-Border Data Transfers

Your data will be stored and processed in multiple countries including outside of the European Union (EU) Region. Since we are an international company, your data will be processed outside of the EU region. Your data will be processed within AWS Data Centers in USA and in our offices in India. Some countries where we process data may not have as protective laws as your own country and there are risks associated with such transfer. By consenting to the use of your information by us, you are consenting to the onward transfer of your data outside of the European Economic Area (EEA). We will rely on binding corporate rules to ensure that your data is adequately protected outside of the EEA.

Security Measures to Protect your Data

Security Measures

We implement security controls to prevent breaches and unauthorized access to your data.

We implement security controls necessary to protect your data such as physical access controls, encryption, HTTPS, restricted access to data, monitoring for threats and vulnerabilities etc.

We also subject our services to internationally recognized certification and attestation standards.

Protection of personal information

Our Sites and Services uses commercial efforts to maintain safeguards for protection of your Personal Information. Content Raven takes reasonably necessary and appropriate measures to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Other Information**DNT Signals**

We do not respond to “Do Not Track” browser signals.

We do not track our customers over time and across third party websites and so we don’t respond towards DO NOT TRACK(DNT) signals.

Contact Information

You can contact us about this privacy policy or use of our services.

If you have questions or complaints regarding this Policy, you may contact us through email at compliance@contentraven.com.

For EU residents, if you are not satisfied with the resolution, you can also lodge a complaint with the Supervisory Authority in the country of your residence.

Privacy policy change

Content Raven may change this Privacy Policy from time to time, at our sole discretion.

Content Raven encourages visitors to frequently check this page for any changes to its Privacy Policy. We will notify you of material changes in advance by email or by notice when you log in to the Sites and Services or both. You confirm that your continued use of our services after any change in this Privacy Policy will constitute your acceptance of such changes and agree to be subject to the revised privacy policy.

Content Raven | Terms of Use

1. Content Raven, Inc. (“Company” or “we”) provides its services to you through its website located at www.contentraven.com, cloud.contentraven.com or sandbox.contentraven.com (the “Site”) and related services [described on the Site](collectively and including any new features and applications, the “Service(s)”), subject to these Terms (as amended from time to time, “Terms”). We reserve the right, at our sole discretion, to revise these Terms at any time without prior notice, with revised Terms posted under the “Terms of Service” link on the Site. Any use of the Services after the revised Terms have been posted on the Site (or, if later, after the effective date of the revision specified on the Site) shall constitute your acceptance of such revised Terms.

2. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Site from time to time, including, without limitation, SLA posted in <http://www.contentraven.com/sla>. All such terms are hereby incorporated by reference into these Terms.

3. Access and Use of the Service

a) Services Description: The Service allows you to, among other things, distribute documents, videos, images, audio files and other content types and to put certain controls and restrictions on the files, and to view analytics, notification and reporting on the content that has been delivered through the Service.

b) Your Registration Obligations; Minimum Age: You may be required to register with us in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain accurate and complete information about yourself as prompted by the Service’s registration form. If you are under 13 years of age, you are not authorized to use the Service. If you are at least 13 but under 18 years old, you may use the Service only with the approval of your parent or guardian.

c) Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible (and Company is not responsible) for any and all activities that occur under your password or account. You agree to immediately notify Company of any unauthorized use of your password or account or any other breach of security.

d) Modifications to Service: Company reserves the right to modify the Service with or without notice and with no liability for any such modification.

e) General Practices Regarding Use and Storage: You acknowledge and agree that Company may establish and change from time to time, in its sole discretion and with or without notice, general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Company’s servers on your behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service.

f) Fee: To the extent you would like to access any portion of the Service that is made available for a fee, you will be required to execute an order form with Company (an “Order Form”), or otherwise provide your payment information to Company and identify the Services you would like to purchase. You agree to pay Company the amount that is specified in an Order Form in accordance with the terms of such Order Form, these Terms and the provisions of any invoice furnished to you by Company. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Company’s net income.

g) Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk, and you agree to comply with all local rules and laws regarding your use of the Service.

h) Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to access, display, distribute, copy, create derivative works from, or otherwise use or exploit any of the Service(s) for any commercial purposes.

4. Intellectual Property Rights

a) Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. All Service Content other than User Data (as defined below) is the property of Company and may be used only as specifically authorized herein and, without limiting the above, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods in connection with using the Service. The technology and software underlying the Service or distributed in connection therewith (the “Software”) are the property of Company, our affiliates and our partners and may be used only as specifically authorized herein.

b) The Company name and logos are trademarks and service marks of Company (collectively the “Company Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners.

c) Third Party Material: Under no circumstances will Company be liable in any way for any content or materials of any third parties (including users) or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

d) User Data Transmitted Through the Service: You own the electronic data or information submitted by you on or through the Service or information deduced from your servers by the Service (collectively, the “User Data”). You hereby grant to Company (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable right and license to copy, distribute, display, create derivative works of and otherwise use the User Data to fulfill Company’s obligations in offering the Services, and (b) a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable right and license to copy, distribute, display, create derivative works of and otherwise use the User Data to the extent that such data is anonymized and/or aggregated (i.e., in a form that does not include any personally identifiable information and cannot be used to identify you).

e) You acknowledge and agree that Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public.

5. Third Party Websites: The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Company has no control over such sites and resources and Company is not responsible for and does not endorse such sites and resources or any of your dealings with them.

6. Indemnity and Release: You agree to release, indemnify and hold Company and its affiliates and their officers, employees, directors and agents harmless from any from any and all claims, damages, losses and expenses arising out of or relating to your use of the Service. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

7. Disclaimer of Warranties: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8. Limitation of Liability: YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES

RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

9. Arbitration: All disputes, claims, or controversies arising out of or relating to these Terms or the Service that are not resolved by mutual agreement shall be resolved by binding arbitration to be conducted before JAMS, or its successor, in Boston, Massachusetts before a single arbitrator agreed upon by the parties (or if the parties cannot agree, appointed by JAMS), in accordance with the rules and regulations promulgated by JAMS. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we specifically agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. YOU AGREE THAT, BY VIRTUE OF THESE TERMS, YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm.

10. Term and Termination: The initial term of your Service is set forth in the Order Form. Except as otherwise set forth in the Order Form, the term of the Service will automatically renew for successive periods equal to the initial term unless cancelled within 30 days before the renewal date. Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, upon your breach of the terms of an Order Form or these terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service.

11. General: These Terms and any Order Form constitute the entire agreement between you and Company and govern your use of the Service, superseding any prior agreements between you and Company with respect to the Service. These Terms will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Company agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Boston, Massachusetts. You may not assign these Terms without the prior written consent of Company, but Company may assign or transfer these Terms, in whole or in part, without restriction. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Service.