

CONFIDENTIALITY POLICY

The following provisions are essential for the fostering of mutual trust and respect between SENSIBLE SOFTWARES and the USERS we work with. USERS are entitled to privacy and confidentiality, and we must respect these rights by adhering to the standards of professionalism.

CONFIDENTIALITY OF INFORMATION OF USERS:

1. SENSIBLE SOFTWARES will take necessary actions to ensure that all data/ information of the users remain confidential.
2. SENSIBLE SOFTWARES agrees that it shall not directly or indirectly in any capacity make use of or permit to be disclosed to any other person in or outside India (except as may be necessary to comply with any statutory obligation or order of any court or statutory tribunal) any confidential information of the users.
3. Further all information of the Users concerning the terms of service is hereby acknowledged by SENSIBLE SOFTWARES to be confidential information and SENSIBLE SOFTWARES shall safeguard confidential information of the Users that is not generally available in the public domain.
4. Unless otherwise agreed as per the terms of service or statutorily required by law, No Confidential information will be made available or disclosed or given / transmitted to any person, party, firm, or corporation without the written consent of the Users prior to the release of the Confidential information.
5. Sensible Softwares have executed Confidentiality agreements with its employees or agents to ensure that your Confidential Information is not disclosed to any one and is always confidential.

"Confidential Information" means all of your Data stored using the Services including but not limited to computer source code, files, and content contained within including but not limited to source code, business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any technical, strategic and financial data or information and any other information or materials in whatsoever form or any other proprietary information created through use of the Services but excluding any other information which is available in the public domain or the information, the disclosure of which is agreed by you in Terms of service.

EXCLUSIONS:

The Terms impose no obligation upon SENSIBLE SOFTWARES with respect to Confidential Information that SENSIBLE SOFTWARES can establish by legally sufficient evidence: (a) SENSIBLE SOFTWARES possessed prior to its receipt from users, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by SENSIBLE SOFTWARES, or otherwise without violation of the Terms; (c) SENSIBLE SOFTWARES obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) SENSIBLE SOFTWARES independently developed without the use of Confidential Information and without the participation of person who have had access to it, or (e) in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to SENSIBLE SOFTWARES adequate to afford SENSIBLE SOFTWARES the opportunity to object to the disclosure.

This policy forms a part of the terms of service of the Company, in case any provision or clause of this policy is in contradiction with the any provision or clause of Terms of service, provisions of terms of service will prevail