

Privacy Policy

Zeqo Systems Pvt Ltd

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Zeqo Systems Pvt Ltd (“Zeqo,” “we,” “us,” or “our”) provides a technology platform for education, including a website and mobile applications (together, the “Platform”), to educational institutes and the students, teachers, and staff associated with them. This Privacy Policy explains what information we collect, why we collect it, how it is used and shared, and the choices available to you.

This Policy describes the Platform as a whole. It is deliberately written in terms of categories of data and purposes of processing rather than individual features, modules, or tools, so that it remains accurate as the Platform develops. It is intended to meet the disclosure requirements of the Google Play Store and the Apple App Store as well as applicable Indian data protection law, including the Digital Personal Data Protection Act, 2023 (“DPDP Act”), and should be read together with the data-safety and app-privacy disclosures published on each store listing, which will always be kept consistent with this Policy.

1. Definitions Used in This Policy

To keep this Policy stable as the Platform evolves, the following terms are used throughout:

- **“Institute”** means a school, coaching institute, tutorial centre, or other educational entity that has entered into an agreement with Zeqo to use the Platform.
- **“Institute-Provided Data”** means the records an Institute supplies to us so that accounts can be created and administered for its students, teachers, and staff.
- **“Submitted Content”** means any material a user submits, uploads, captures, types, or otherwise provides through the Platform in the course of using it for educational purposes, in whatever form.
- **“Generated Output”** means any material the Platform produces in relation to a user, including material produced through automated or AI-assisted processing of Submitted Content or Institute-Provided Data.
- **“Student”** means an individual enrolled at an Institute who is provisioned access to the Platform, including a minor.

2. Who This Policy Covers

This Policy applies to Institutes; to teachers, administrators, and staff acting on behalf of an Institute; to Students, including minors; and to visitors browsing our public website or app store listing without an account.

Access to the Platform is mandated and administered through the Institute. No individual — whether a Student, teacher, or administrator — can create an account independently. Accounts are provisioned in our systems on the basis of data supplied by the Institute, and a user can sign in only once their account has been provisioned. The Institute acts as the primary point of consent and administration on behalf of its Students, in coordination with parents or lawful guardians as applicable.

The Platform is a general-purpose educational tool intended for use by Institutes and their students under institutional supervision, across a range of school grades, including students below the age of 13. It is not marketed directly to children as a standalone consumer application, and it is not listed in Apple’s Kids Category or Google Play’s Designed for Families programme.

3. Categories of Data We Collect

a. Institute-Provided Data

When an Institute onboards its Students, teachers, or staff, it supplies the information necessary to create and administer their accounts. This information comes from the Institute’s own records rather than being self-entered by the individual at sign-up, and may include name, contact number, age or date of birth, gender, class or section, and Institute affiliation.

b. Authentication Data

Access is restricted to individuals verified against the Institute-provided records. Users authenticate either through a third-party sign-in provider we support (currently Google) or through an email address and password credential issued on their behalf in our systems. Where a third-party sign-in provider is used, we receive the identity information that method makes available, such as name and email address, in order to verify the user and link the account to the correct Institute record. Where email and password authentication is used, we store the email address and a securely hashed password credential. We do not store passwords in plain text.

c. Submitted Content and Generated Output

Submitted Content is processed — using a combination of Zeqo’s own systems and third-party service providers, including AI and machine-learning providers engaged under enterprise-tier agreements — in order to produce Generated Output and deliver the Platform’s educational functions. Generated Output relating to a Student is made available to that Student’s Institute and to authorised teachers and staff at the same Institute, as part of the Platform’s core function. Our third-party AI and machine-learning service providers process this content solely to provide the Platform’s functionality and do not use it to train their own models.

d. Usage and Interaction Data

Information about how the Platform is used, such as sections accessed, session activity, timestamps, and navigation patterns.

e. Device and Technical Data

Information collected automatically from the device used to access the Platform, such as device identifiers, operating system and application version, IP address, and diagnostic or crash logs.

f. Communications Data

Information provided when contacting us for support, feedback, or other correspondence.

The table below summarises these categories in the format used for app store disclosures.

Category	Examples	Source	Purpose	Shared with third parties
Institute-Provided Data	Name, contact number, age or date of birth, gender, class or section, Institute affiliation	Provided by the Institute	Account provisioning and administration	No
Authentication Data	Email address; identity details from a supported sign-in provider; hashed password credential	Provided by the sign-in provider or issued by Zeqo	Verifying identity; linking the account to the correct Institute record	Sign-in provider only, where that method is used
Submitted Content	Material submitted, uploaded, captured, or entered by a user for educational purposes, including files and images	Submitted by the user	Delivering the Platform’s educational functions	Service providers only
Generated Output	Material produced by the Platform in relation to a user, including results, evaluations of submitted work, and progress information	Generated by the Platform	Delivering the Platform’s educational functions; reporting to the Institute	No
Usage and Interaction Data	Sections accessed, session activity, timestamps, navigation patterns	Generated automatically	Operating, securing, and improving the Platform	Service providers (analytics), where used
Device and Technical Data	Device identifiers, operating system and application version, IP address, diagnostic and crash logs	Generated automatically	Security, diagnostics, performance	Service providers, where used
Communications Data	Support requests, feedback, correspondence	Provided by the user	Responding to queries	Service providers (support tooling), where used

An Institute accessing the data of its own Students, teachers, and staff within the Platform is core functionality rather than a transfer to a separate third party, and is therefore not treated as third-party sharing in the table above.

We do not collect precise real-time location, health data, payment or financial data, biometric identifiers, or contacts, SMS, or call log data, and we do not request those permissions.

4. How We Use Information

We use the information described above to:

- create and administer accounts, verified against the records supplied by the Institute;
- authenticate access to the Platform;
- deliver the Platform's educational functions to Institutes, teachers, and Students, including processing Submitted Content to produce Generated Output and making that output available to the relevant Institute;
- respond to support requests and other communications;
- maintain the security, integrity, and proper functioning of the Platform, including detecting and preventing unauthorised access;
- comply with applicable legal, regulatory, and contractual obligations; and
- conduct internal analytics, in aggregated or de-identified form wherever feasible, to understand usage and improve the Platform.

Data is used only for the purposes described in this Policy and is not repurposed for unrelated uses without notice and, where required, consent.

5. Automated and AI-Assisted Processing

Parts of the Platform rely on automated processing, including AI and machine-learning systems operated by Zeqo or by third-party providers on our behalf, to process Submitted Content and produce Generated Output. Where such processing is used:

- it is carried out solely to deliver the educational functions the Institute has engaged us to provide;
- Submitted Content is not used by our third-party providers to train their own models, under the terms of our agreements with them;
- Generated Output is intended to support, not replace, the judgement of a qualified teacher, and the Institute retains responsibility for academic decisions; and
- we do not use automated processing to make decisions producing legal effects, or similarly significant effects, in relation to an individual without human involvement.

6. Data of Minors and Students

A significant proportion of the Platform's users are minors accessing it as Students of a partner Institute, across a range of school grades, including in some cases children below the age of 13. We recognise the heightened responsibility this carries.

- Access is mandated through the Institute; Students do not self-register. Student data is supplied by the Institute, and consent for its processing is obtained through the Institute, which is responsible for coordinating with parents or lawful guardians in line with its own policies and applicable law, including the verifiable parental consent requirements of the DPDP Act.
- We limit the collection of Student data to what is reasonably necessary to provide the Platform's educational functions.
- We do not use Student data for advertising, for behavioural monitoring, for profiling for marketing purposes, or for any commercial purpose unrelated to delivering the Platform to the Institute.
- We do not knowingly permit Students to interact with strangers or with the public through the Platform; where the Platform supports communication, it is confined to the Student's own Institute community.

- Institutes and, through them, parents or lawful guardians may contact us using the details in Section 13 to request access to, correction of, or deletion of a Student's data, subject to the Institute's own records-retention obligations.

7. No Payments, No Advertising, No Sale of Data

- **No in-app payments.** The Platform does not process payments from individual users. Any commercial arrangement between Zeqo and an Institute is handled directly between them, outside the application, and does not involve the application collecting or processing an individual user's payment card or bank details.
- **No advertising.** The Platform does not display third-party advertisements and does not use data for advertising targeting.
- **No sale of data.** We do not sell, rent, or trade personal data to any third party, under any circumstances.
- **No cross-app tracking.** We do not track users across other companies' applications or websites for advertising purposes, as defined by Apple's App Tracking Transparency framework, and the Platform does not present the ATT prompt because no such tracking occurs.

8. Device Permissions

Where the Platform requests access to a device capability — for example camera, microphone, file storage, or notifications — each permission is requested only at the point it is needed for a specific action initiated by the user, is accompanied by an in-app explanation of why it is being requested, and is optional wherever the underlying functionality can degrade gracefully without it. We do not access device permissions in the background or for purposes unrelated to the action the user has invoked.

9. How We Share Information

We do not sell personal data. We may share information in the following circumstances:

- **With the relevant Institute** — data relating to a Student, teacher, or administrator is accessible to the Institute with which they are affiliated, as necessary for its educational and administrative functions.
- **With a sign-in provider** — limited identity data as required to authenticate users, where a third-party sign-in method is used.
- **With service providers** — third parties performing services on our behalf, such as cloud hosting and infrastructure, AI and machine-learning processing, analytics, and customer support, bound by contract to use the data only for the purposes we specify and to apply appropriate safeguards.
- **For legal reasons** — where required to comply with applicable law, regulation, legal process, or a governmental request, or to protect the rights, property, or safety of Zeqo, our users, or others.
- **In connection with a business transaction** — such as a merger, acquisition, financing, or sale of assets, subject to standard confidentiality arrangements and continued protection of the data under this Policy or an equivalent standard.
- **With consent** — in any other circumstance, only with the relevant user's or Institute's consent.

We maintain a current list of the categories of service providers and sub-processors we engage, and will make it available on request through the contact details in Section 13.

10. Storage, Security, and Retention

We apply administrative, technical, and organisational safeguards designed to protect information against unauthorised access, alteration, disclosure, or destruction. These include encryption of data in transit, secure hashing of stored password credentials, role-based access controls restricting internal access on a need-to-know basis, and periodic review of our security practices. No method of storage or transmission is completely secure and we cannot guarantee absolute security; we work to detect and address promptly any incident that may affect the confidentiality of user data.

We retain personal data for as long as necessary to fulfil the purposes described in this Policy, including for as long as an Institute's or user's account remains active, and thereafter for the period necessary to comply with legal, accounting, or reporting obligations, resolve disputes, and enforce our agreements. Data is deleted or anonymised when it is no longer required for these purposes.

Retention of Submitted Content. Original files and other source material submitted by a user are retained for up to twelve (12) months from the date of submission, after which they are deleted. Generated Output derived from that material may be retained for longer as part of a Student's academic record with the Institute, subject to the general retention principle above. Retention is also reviewed when a Student's enrolment at an Institute ends, or when an Institute's agreement with Zeqo ends, at which point the applicable data is deleted or anonymised in line with our contractual and legal obligations.

11. Your Rights and Deletion Requests

Subject to applicable law, you — or, in the case of a Student, the Student's Institute or parent or lawful guardian acting on their behalf — may:

- access the personal data we hold about you;
- request correction of inaccurate or incomplete data;
- request deletion of your data, subject to our legal and contractual retention obligations;
- withdraw consent where processing is based on consent, without affecting the lawfulness of processing carried out before withdrawal;
- request a copy of your data in a portable format, where applicable;
- nominate another individual to exercise your rights under the DPDP Act in the event of death or incapacity, in the manner prescribed under applicable law; and
- raise a grievance with our Grievance Officer (Section 13) or with the applicable data protection authority.

To request deletion, account holders may write to support@zeqo.in. Requests relating to a Student's data should generally be routed through the Student's Institute, which may also raise the request with us directly. We will act on verified requests within the timeframe required by applicable law and confirm once completed.

12. Cookies, Third-Party Services, and Changes

a. Cookies and similar technologies

Our website and Platform may use cookies, local storage, and similar technologies to keep users signed in, remember preferences, and understand usage patterns. Most browsers allow cookies to be controlled through their settings; disabling cookies may affect certain functionality.

b. Third-party services

The Platform integrates with a limited set of third-party services that have their own privacy practices. This Policy does not cover those practices, and we encourage users to review the relevant third party's own policy.

c. Changes to the Platform

The features, modules, and functionality of the Platform will change over time. This Policy is written to apply to the Platform as a whole, and the addition, modification, or removal of a feature does not by itself change how the categories of data described here are collected, used, or shared. Where a change would introduce a new category of personal data, a new purpose of processing, or a new category of recipient, we will update this Policy, and the corresponding Google Play Data Safety and Apple App Privacy disclosures, before that change takes effect.

d. Changes to this Policy

We may update this Policy to reflect changes in our practices, technology, legal requirements, or other operational reasons. Updates will be posted on our website with a revised "Last Updated" date, and where changes are material we will provide additional notice to Institutes.

13. Grievance Officer and Contact

In accordance with the Digital Personal Data Protection Act, 2023 and other applicable Indian law, we have designated a Grievance Officer to address privacy-related concerns:

Grievance Officer: Sanjay Kumar Garg

ZeQo Systems Pvt Ltd, 51D, Rajpur Road, Dehradun City, Dehradun, Uttarakhand 248001

Email: support@zeqo.in | Phone: +91-9136734595 | Website: <https://zeqo.in/>

14. International Users

The Platform, including its app store listings, is currently distributed and made available only within India. If this changes, this Policy will be updated accordingly and any additional obligations applying to users in other jurisdictions will be addressed before such distribution begins.

15. Governing Law

This Policy is governed by the laws of India. Any dispute arising in connection with this Policy shall be subject to the exclusive jurisdiction of the courts at Dehradun, Uttarakhand, India.