



OTAK
Online Tuition for Academia and Knowledge

OTAK PRIVACY POLICY

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OTAK PRIVACY POLICY

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WHO WE ARE

GECM is the owner and operator of the Online Tuition for Academia and Knowledge ("OTAK") website and mobile application (collectively the "OTAK Platform" or the "Service").

1. THIS PRIVACY POLICY

This Privacy Policy ("Policy") explains and sets out the way in which GECM collects and processes your personal and general information (your "Information") in providing the Service. This shall include the sharing of your Information (if any) with any third parties or third-party service providers.

This Privacy Policy is also to be read in conjunction with the OTAK Terms and Conditions for Clients and the OTAK Terms and Conditions for Tutors, all of which are to be read and interpreted as a single document (the "Agreement"). By using the Service, you are agreeing that you have read and agreed to the terms and conditions of the Agreement.

2. INFORMATION COLLECTED

GECM generally collects the following Information to enable your (including the students, the parents and legal guardians of students, and the tutors or any other person who is using the Service or the "User") use of the OTAK Platform, in accordance with this Policy.

- 2.1 Information you provide for the creation of your account which can include, but is not limited to your;
- a) name;
 - b) e-mail address;
 - c) birth date and age;
 - d) gender;
 - e) other online usage;



- f) bank and credit card Information; and
- g) any other Information you may voluntarily provide GECM.

2.2 Information which may be collected automatically when you use the Service, which shall include, but is not limited to;

- a) any activity on the OTAK Platform;
- b) any purchases or transaction which you may carry out on the OTAK Platform;
- c) computer specifications and statistics;
- d) location when using the OTAK Platform; and
- e) any other information that may be collected by cookies, or other similar instruments that may be required for the smooth and efficient provision of the OTAK Platform to you.

2.3 The provision of information to GECM is the sole responsibility of the User. As such, GECM does not encourage or allow the unchaperoned use of the Service by MINORS. It is the responsibility of the User (in this case, the parent or legal guardian of a minor using the Service) to ensure that no minors provide any personal Information to GECM.

2.4 In the event that a minor does provide any Information to GECM, the parent or legal guardian of that minor shall be deemed to have explicitly approved the collection of that information by GECM.

2.5 In the event you connect or access the OTAK Platform using your social media account, or any other Internet presence, the details of such account (including your login details and passwords) will be made available to GECM as specified above and as required for the provision of the OTAK Platform.

2.6 GECM may use such collected Information in isolation, or in combination to provide the Service to you.

3. THIRD PARTIES

3.1 In collecting your Information in accordance with this Policy, GECM does not warrant that they are the sole collector or processor of your Information.

3.2 Other parties may also be collecting your Information. These parties may include, but are not limited to;



- a) Companies which provide services to GECM (including but not limited to payment gateways, banks, web designers, providers of business analyses, auditors, and professional consultants);
- b) Internet browsers or other similar methods used to access the OTAK Platform; and
- c) Your Internet service providers, universities, schools, or employers, who may monitor your Internet usage.

- 3.3 OTAK will make available online payment solutions via the service provider 'Billplz'. Users of the OTAK Platform shall be subjected to their privacy policy, processing and operating procedures. Please visit their respective website <https://www.billplz.com/> to find out more information.
- 3.4 In certain situations, GECM may allow third parties to use cookies on the Service to collect Information in accordance with the terms of Item 11 below "Cookies and Other Advertising Activities".
- 3.5 Such third parties may be able to associate the Information collected from the cookies with personal information of the User which is already in their possession.
- 3.6 GECM may not have access and may not be able to control the Information collected by these cookies.
- 3.7 GECM may also share Information with third parties that is non-personally identifiable for marketing or advertising purposes. However, GECM shall take every reasonable precaution to ensure that such Information cannot be used to identify the User.

4. HOW GECM USES CLIENT INFORMATION

- 4.1 The collection of your Information enables us to provide the Service to you.
- 4.2 If you are a student or a parent ("**Client**"), the Information will be used to recommend Tutors which we believe will be best suited to help you with your tutoring needs.
- 4.3 In the event you find a tutor (the "**Tutor**") who is suits your needs, GECM will also use your Information to contact you regarding scheduling conflicts, changes to charges and schedules, and any other reasons for which GECM may need to communicate with you.
- 4.4 GECM shall also have the right to contact you for the purposes of confirmation when you have made or reserved a tutoring session.
- 4.5 GECM shall also use your Information to keep track of the session which you have completed, for financial purposes to confirm your payments, monthly bill, and any excesses or re funds which may be due to you.



4.6 GECM shall also use your Information for administrative purposes including, but not limited to;

- a) Processing of your Information into our databases;
- b) processing payments and refunds;
- c) scheduling; and
- d) processing complaints.

IT SHOULD BE NOTED that GECM only uses certain financial Information (which includes but is not limited to credit card and bank account numbers) for the purpose of processing payments.

5. HOW GECM USES TUTOR INFORMATION

5.1 If you are a Tutor, the Information will be used to ascertain your suitability for a Client's purposes.

5.2 In the event a Client finds you suitable, GECM will also use your Information to contact you regarding payments, charges and schedules, and any other reasons for which GECM may need to communicate with you.

5.3 GECM shall also contact you for the purposes of confirmation when you have received class bookings or matters related to the tutoring sessions.

5.4 GECM shall also use your Information to keep track of the session which you have completed, for financial purposes. That is to say, to confirm your monthly payments, and any excesses or refunds which are due to you.

5.5 GECM shall also use your Information for administrative purposes including, but not limited to;

- a) Processing of your Information into our databases;
- b) processing payments and refunds;
- c) scheduling; and
- d) processing complaints.

IT SHOULD BE NOTED that GECM only uses certain financial Information (which includes but are not limited to credit card and bank account numbers) for the purpose of processing payments.



6. RETENTION OF PERSONAL DATA

- 6.1 Any Information collected by GECM shall be stored in accordance with the relevant laws and regulations which govern the storage of personal data.
- 6.2 Such information shall be stored for the duration of your use of the Services, or as necessary for the provision of the Services.
- 6.3 In the event you terminate the use of the Services, GECM will only hold information as is required by any relevant laws or regulations.

7. HOW YOUR PERSONAL DATA IS PROTECTED

- 7.1 GECM will take all reasonable action to ensure that any data collected by GECM is protected. These actions include, but are not limited to;
 - a) ensuring that all data collected is stored in a reasonably secure manner;
 - b) limiting access of any personal data stored by GECM to those persons who have a need to access that data for the provision of the Service; and
 - c) taking any other steps that GECM deems to be reasonably required for the protection of personal data.

IT IS HOWEVER IMPORTANT TO NOTE that the transmission of information across the Internet is never completely secure, and any information transferred or stored electronically is susceptible to theft, hacking, loss, or any similar occurrence.

- 7.2 While GECM warrants that it will take all reasonable steps to protect any stored personal Information, GECM cannot and will not be held responsible for any loss or theft of any Information or other data resulting from an external breach or "hacking" by any third party.
- 7.3 The use of the Service, and any information that may be provided over the course of your use of the Service is to be entirely at the risk of the End User.

8. WHEN WE MAY SHARE YOUR INFORMATION

- 8.1 GECM may share your Information in some of the following situations;
 - a) when you explicitly consent to the disclosure of such information to a third-party when connecting to a third-party service that request for you to consent to such sharing;



- b) when we are legally required to do so, in response any to legal proceeding, to establish, protect, exercise our legal rights, to defend against legal claims or demands;
- c) when we believe it is necessary in order to investigate, prevent or take action regarding illegal activities, fraud or situations involving potential threats to the rights, property or personal safety of any person or any activity that involves abuse of the infrastructure of the OTAK Platform, any other aspect of the Service, or the Internet in general (such as voluminous spamming, denial of service attacks and attempts to compromise the security of the Website infrastructure or the Platform in general);
- d) when we are sharing the said information with a parent company, subsidiaries, joint ventures or other companies under common control with GECM, or under GECM's control;
- e) where the information is not private, is aggregated or is otherwise non-Personal information, such as your public user profile information and related public data or any other information that is made available to the public; or
- f) where the information is related to the use of the Service, such as the number of views, or any other such information as might be relevant to the provision of the Service or the internal processes of GECM.

9. YOUR RIGHTS

- 9.1 In the event you choose to terminate your use of the Service, you may send a request to delete any of your Information that has been collected by GECM.
- 9.2 The request should be sent in writing to the e-mail address provided below in Item 13 the "[How to Contact Us](#)" section.

10. AMENDMENTS TO THIS POLICY

- 10.1 GECM retains the right to amend this Policy from time to time to reflect current industry practices, new legal or regulatory obligations, new services provided, or any other reason decided by GECM.
- 10.2 GECM retains the right to make such amendments at its sole discretion and shall not be required to obtain any permissions from the user to make the aforementioned amendments.
- 10.3 It shall be the User's sole responsibility to regularly check the date of the most recent updates to this Policy.
- 10.4 By continuing to use the Service, the User is deemed to have read through and accepted the changes and amendments made to this Policy.



11. COOKIES AND OTHER ADVERTISING ACTIVITIES

- 11.1 In using the Service, the User accepts that GECM may use cookies, web beacons, tags scripts, local shared objects, flash cookies, advertising identifiers, and other such similar technology ("Cookies") in connection with the use of the Service.
- 11.2 Such Cookies may have unique identifiers which reside in the device used by the User to connect to the Service, or any other connected device.
- 11.3 Cookies may transmit personal Information about the User and the use of the Service which includes but is not limited to;
- a) the type of browser being used;
 - b) search preferences;
 - c) search engines used;
 - d) IP addresses;
 - e) data relating to advertisements which are being displayed;
 - f) advertisement links which have been opened and advertisement views; and
 - g) the date and time of use and the activities during usage.

KINDLY NOTE that it is possible for the User to disable or limit some or all cookies via the settings on their browser, however GECM shall not be responsible or involved in this process, and it is the sole responsibility of the User.

12. LINKS TO OTHER WEBSITES

- 12.1 It is possible to find links to other websites on the OTAK Platform.
- 12.2 Such links may direct a User away from the OTAK Platform, and to third party websites that are not controlled by GECM.
- 12.3 As such, the User agrees that they click on the links to external websites or services at their own risk, and they may not hold GECM liable for any loss, whether or Information or of anything else, that occurs when following links to any website, application or service that is outside the OTAK Platform.



13. HOW TO CONTACT US

- 13.1 Should you have any concerns regarding this Policy, or in the event you wish to raise an issue with GECM, please do contact us at:

E-mail: admin@otakportal.com