

“Atlas World” Membership Terms and Conditions

Welcome to Atlas World! We are thrilled that you are considering becoming a member of our CRM program designed to enhance your children's educational progress. Before you proceed with the registration, we kindly request you carefully read and understand the following Terms and Conditions that govern your use of “Atlas World membership”. By signing up for “Atlas World”, you agree to comply with these terms.

1. Ownership of “Atlas World” Program.

- a. The program, "Atlas World," is owned and operated by Atlas Axillia Company (Pvt) Ltd., hereinafter referred to as the Company. By participating in the Atlas World Loyalty Program, you acknowledge and agree that all aspects of the program, including but not limited to its design, rules, benefits, rewards, and any associated intellectual property, are the exclusive property of Atlas Axillia Company (Pvt) Ltd.
- b. Any unauthorized use, reproduction, distribution, or modification of the “Atlas World” Program, in whole or in part, without the express written consent of the Company is strictly prohibited and may result in legal action.
- c. Participation in the “Atlas World” Program does not grant you any ownership rights or equity in the program, and you acknowledge that the program's ownership remains with Atlas Axillia Company (Pvt) Ltd. The Company reserves the right to modify, suspend, or terminate the “Atlas World” Program at its sole discretion, with or without notice, and shall not be liable to any member or third party for any such changes.
- d. By enrolling in the “Atlas World” Program, you agree to comply with all the terms and conditions set forth by the Company, and you further acknowledge the exclusive ownership of the program by Atlas Axillia Company (Pvt) Ltd.
- e. For any questions or clarifications regarding the ownership of the “Atlas World” Program, please contact the Company at the provided contact details or the program hotline, 0772 111 333.
- f. This clause is subject to the other terms and conditions outlined herein. By participating in the program, you agree to be bound by all the terms and conditions, including this ownership clause.

2. Membership Eligibility:

- a. To be eligible for “Atlas World” membership, you must be a parent or legal guardian of a child aged 18 years or below.

- b. You must provide accurate and current information during the registration process.
3. **Account Security:**
 - a. You are responsible for maintaining the confidentiality of your Membership ID and other account login credentials, if applicable.
 - b. You must promptly notify “Atlas World” of any unauthorized access to your account or any other security breach.
4. **Parental Consent:**
 - a. By registering for Atlas World, you confirm that you have obtained any necessary parental consent required for your child's participation.
 - b. You understand that Atlas World may collect and process personal information related to your child's educational progress, always in accordance with our Privacy Policy/ Data Protection Act No. 9/2022 of Srilanka.
5. **Membership Benefits:**
 - a. As an “Atlas World” member, you will gain access to educational resources, product and promotional offers, and subject matter news.
 - b. The membership benefits are subject to change at any time at the sole discretion of Atlas Axillia Company_(Pvt) Ltd.
6. **Prohibited Activities:**
 - a. You shall not use Atlas World for any unlawful purpose or engage in any activity that violates our policies.
 - b. Any misuse, abuse, or attempt to harm the “Atlas World” platform or its members will result in immediate termination of your membership.
7. **Content Usage:**
 - a. All content available through “Atlas World” is protected by intellectual property rights and is solely for personal, non-commercial use.
 - b. You shall not distribute, modify, reproduce, or exploit any content without prior written consent from Atlas Axillia Company (Pvt) Ltd.
8. **Right to ‘use of Information**

- a. **Inactive Data:** Inactive Data, within the context of the “Atlas World” program, refers to any customer-related information, records, or data that have not been accessed, modified, or otherwise interacted with by the User or the Company for a continuous period exceeding 12 months from the last interaction or update.
- b. **Archiving of Inactive Data:** “Atlas World” shall maintain a data archiving process to securely store and manage Inactive Data. The archiving process shall encompass the following key aspects:
 - i. **Identification and Classification:** Inactive Data shall be periodically identified based on members failing to respond to any communication sent via identity-based data elements and/or communication that bounces back due to non-deliverability. Inactive classification shall be based on predefined criteria to determine their eligibility for archiving. For the avoidance of doubt and ambiguity, the classification selection of data that will be inactivated will be identity-based data which is represented by data fields like Mobile Number, Email, Member Name, etc. “Atlas World” will choose to retain other demographic-based data elements as needed to generate insights.
 - ii. **Secure Storage:** Inactive Data selected for archiving shall be securely stored in compliance with applicable data protection and privacy regulations. “Atlas World” will employ industry-standard security measures to safeguard this data against unauthorized access, loss, or damage.
 - iii. **Data Retention:** “Atlas World” shall establish and adhere to a Data Retention Policy that outlines the specific duration for which Inactive Data will be archived. This policy will take into consideration regulatory requirements and industry best practices.
 - iv. **Access Control:** Access to the archived Inactive Data shall be restricted to authorized personnel only. Rigorous access controls and user authentication mechanisms will be in place to prevent unauthorized access.
 - v. **Data Restoration:** In cases where archived data is required for legitimate business, legal, or regulatory purposes, “Atlas World” will have procedures in place for the timely retrieval and restoration of such data.

- c. **Audit and Compliance:** “Atlas World” will conduct periodic audits to ensure adherence to this Data Archiving Clause. These audits will include a review of archiving processes, access controls, and data retention practices. Any identified non-compliance will be addressed promptly.
- d. **Disposal of Inactive Data:** Upon the expiration of the defined retention period, Inactive Data may be subject to secure disposal in accordance with “Atlas World’s” Data Retention Policy. The disposal process will be executed in a manner that ensures the irretrievability of the data.
- e. **Liability:** “Atlas World” shall not be held liable for any loss or damage to Inactive Data archived in compliance with this clause, except in cases of gross negligence or willful misconduct on the part of “Atlas World”.

For the avoidance of doubt and ambiguity “Negligence” shall mean the failure to exercise reasonable care or take necessary precautions when handling data and security. It involves unintentional mistakes, errors, or oversights that lead to data breaches or security incidents. This also shall mean the organization fails to follow established best practices and security protocols, resulting in a breach of data confidentiality, integrity, or availability.

“Willful misconduct” shall mean deliberate and intentional actions taken with the knowledge to cause harm to data or security. It encompasses actions that are carried out with malicious intent, such as hacking, data theft, unauthorized access, and intentional damage to information and data during the archiving process. Willful misconduct is considered by “Atlas World” as a severe violation of data and security protocols and involves a deliberate breach of trust which may constitute a criminal offense.

- f. **Rights of a Member to Inactive Data:** An “Atlas World” member is deemed to have forfeited their right to access the ‘Atlas World’ program, its benefits, or the right to claim any access, deletion, portability, correction, limitation, or objection to his/her own archived data, subsequent to being identified and classified by the program as “Inactive”.

- g. **Amendments to Data Archiving:** “Atlas World” reserves the right to update or modify this Data Archiving Clause as necessary to comply with changes in legal requirements, industry standards, or best practices. “Atlas World” Members will be duly notified of any material changes to any clause herein.
- h. By signing up for “Atlas World” membership You hereby agree and consent that all information provided by you during the registration process or any subsequent updates shall be used for program-related content, promotional activities, education-related news, and other communications pertaining to the Program. This includes, but is not limited to, email newsletters, SMS alerts, marketing materials, and targeted advertisements.
- i. The consumer acknowledges that their personal data and information, such as name, contact details, preferences, and purchase history, may be utilized for the purposes mentioned above. The Program shall take reasonable measures to safeguard this information and adhere to applicable data protection laws and regulations.
- j. It is important for the consumer to understand that they have the option to opt out of receiving such communications at any time. They may exercise this right by updating their communication preferences within their Program account settings or by contacting the program promoter directly.
- k. By proceeding with the “Atlas World” Program registration, the consumer confirms that they have read, understood, and accepted the terms of this clause regarding the usage of their information for program-related communications, brand-related communications, promotional activities, education-related news, and any other related communications, as deemed fit by Atlas Axillia Company (Pvt) Ltd (the Company)

9. Termination of Membership:

- a. Atlas Axillia Company (Pvt) Ltd reserves the right to terminate or suspend your membership at any time for violation of these terms or any applicable laws.
- b. You may also request the termination of your membership by contacting “Atlas World” customer support.

10. Liability and Indemnification:

- a. Atlas Axillia Company (Pvt) Ltd shall not be liable for any direct or indirect damages arising from your use of "Atlas World".
- b. You agree to indemnify and hold Atlas Axillia Company (Pvt) Ltd harmless from any claims, losses, or damages resulting from your actions or content posted by you.

11. Modification of Terms:

- a. Company may modify these Terms and Conditions at any time. Any changes will be communicated through the Atlas Axillia Company (Pvt) Ltd website or directly via email represented by "Atlas World".
- b. By continuing to use "Atlas World" after the changes, you accept the modified Terms and Conditions.

12. Governing Law:

- a. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

Contact Information: If you have any questions or concerns regarding these Terms and Conditions, please contact us on the hotline – 0772 111 333

By clicking "I Agree" during the registration process, or by selecting any option that expresses your consent and registration to the program, you acknowledge that you have read, understood, and agreed to abide by these Terms and Conditions offered to you by Atlas Axillia Company (Pvt) Ltd..