

SuperTokens Privacy Policy

Last modified on 22nd January 2020

This is the Privacy Policy (“Policy” / “Privacy Policy”) for SuperTokens. SuperTokens is a property of M/s. VRAI Labs Pvt Ltd., a Private Limited Company (“VRAI Labs”, “we”, “us” and/or “our”), a company incorporated in India. This Privacy Policy is applicable to everyone who uses the SuperTokens website(s) (“Website”), SuperTokens software(s), or our services performed as a part of the SuperTokens website(s) and / or software(s) (collectively “Service”). This Privacy Policy governs the collection, storage, processing, usage, sharing, transfer and disclosure (collectively, “Process” / “Processed” / “Processing”) of your personal information.

Please read this document carefully before accepting it. By contacting us or creating an account on the Service, you expressly consent to Processing of your personal information in accordance with this Policy. Please note that any communication with us regarding this privacy policy will be collected, stored, used and shared by us in accordance with this Privacy Policy. Please do not provide any personal information in such communication if you do not want us Process it.

This Privacy Policy is a part of the [SuperTokens Terms and Conditions](#). If any word or phrase has been defined within the Terms and Conditions, but has not been defined within this Privacy Policy, that word / phrase shall have the meaning that has been assigned to it under the Terms and Conditions.

We reserve the right, in our sole discretion, to modify this Privacy Policy at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date this Privacy Policy was last revised. All such changes will become effective at the time we post them. We will indicate at the top of this page the date this Privacy Policy was last modified. Your continued use of the Service after the date on which any such changes become effective constitutes your acceptance of the new Policy.

You warrant that you possess the legal authority to accept this Privacy Policy.

By accepting this Privacy Policy, you authorize us to Process any information that you may provide in any manner on or through the Service. If you refuse to provide your personal information to us, we will not be able to provide our Service to you.

1. What personal information do Process

1. On our website: We Process certain information for the purpose of analytics. A randomized device ID may be generated and stored by us for each visitor. The information Processed by us may include, but not limited to, the following: information about your browser, operating system and computer or device type, IP address, service provider, language, location information , pages visited, time of visit, userId, actions taken on the website (such as button clicks and mouse movements), and time spent on different parts of the website.

2. For account registration and maintenance: To enable you to register an account and/or use our Service, we need to Process your name and contact information.

If you choose to create or access your account by using a third-party authentication service, we may Process information provided to us by such third-party authentication service provider. This may include, but is not limited to, your name, your contact information, a unique identifier, any other information provided to us by the third-party authentication service provider, and the fact that the third-party authentication service was used by you to create and/or access your account.

We may ask for additional information personal or non-personal information either at the time of registering your account or at a later time. This may include, but is not limited to, information regarding your country, name of your organisation, the purpose for which you wish to use the Service, name of the database software with which you would prefer to use our software, the operating system on which you want to use our software and the version of our software that you would like to install.

3. During your use of our software: When you use our software, it may send certain information to us to help us improve our Service, for sending customized notifications to you, and for us to be able to ensure that our licensing conditions, Terms and Conditions, and our Licensing Agreement for that software (if any) are not being violated.

This information may include, but is not limited to, the instanceId for the running Instance of SuperTokens Core, the time the Instance was started, the license key ID in use, the current plan type (“FREE” or “COMMERCIAL_TRIAL” or “COMMERCIAL”), the list of frontend SDKs and their versions, list of SuperTokens Drivers and their versions, your cookie domain value, name and version of the active plugin, version of the core module, version of the plugin interface module, resource usage, whether SuperTokens Core is running in Dev Mode or Production Mode, whether the limitations placed by the Company on the Software are being violated, and whether You have migrated from a compiled binary of SuperTokens Pro to a compiled binary of SuperTokens Community, regardless of whether the binary has been created by the Company or by You from source code

4. Payment related information: Payments are processed by a third party payment processor. We do not collect any payment related information except information that may be necessary for us to verify the receipt of your payments to us, provide our Service to you or provide a refund to you, information necessary to protect our legal interests in the event of a dispute, or information that we have a legal obligation to Process, such as under a law or lawful court order, government order or government notification.
5. Other information: We may Process any information provided by you, your device or by a third-party while you communicate with us, participate in our contests, participate in our social media campaigns, or otherwise provide to us in any manner. We may Process any such information in accordance with this Privacy Policy or as otherwise permitted by you.

2. Who do we share the personal information with

During your use of our Service, your information may be collected by third parties employed by us for analytics, payment processing, data storage, communications or marketing. These include:

- Google;
- Amplitude;
- Mouseflow;
- Facebook;
- PayPal
- Razorpay.

Please read the privacy policy of each of these third parties to understand how they Process your data or information.

This list is subject to change at any time. Please check this Privacy Policy regularly for changes to this list.

Your continued use of our Service after the date on which such changes come into force shall be deemed to be an acceptance of such a change.

3. How do we protect your personal information

We do not want unwanted and unauthorised access to your information. To prevent such unwanted and unauthorised access to your information, we use the following methods, techniques and technologies:

1. We believe in the strength of our own products, which is why we use SuperTokens session management to prevent unauthorised access to your accounts through misuse of your session tokens.
2. While your information is being sent to us, it is protected with the use of encryption.
3. While your information is in our possession, we protect it by employing strict access controls so that your information does not fall into the hands of people who do not need to have access to it.

4. Sensitive personal information

Unless specifically requested, we ask that you not send us and you shall not disclose, on or through the Service or otherwise to us, any sensitive personal information (e.g., financial information, information related to racial or ethnic origin, political opinions, religion, ideological or other beliefs, health, biometrics or genetic characteristics, national identification numbers, social security numbers, criminal background, trade union membership, or administrative or criminal proceedings and sanctions).

Financial transactions, such as payments for subscription to SuperTokens Pro, are processed with the help of third party payment processing services.

5. Third party website(s), app(s), software(s) or service(s)

The Service may, from time to time, contain links to the websites of our partner networks, advertisers, affiliates, or any other third-party websites, apps or services. Please check the privacy policies and terms of service / terms and conditions of any third party website, app, software or service that you choose to visit or use. We do not accept any liability for any collection, storage, use / misuse, sharing, disclosure or transfer of data, viruses or other malware, or any other damage, loss or harm caused to you or anyone else as a result of your visit to any third-party website, app or service, or use of any third-party software.

6. Cookies and web beacons

1. We collect data through cookies and other monitoring technologies to enhance your browsing and user experience on our Website. ‘Cookies’ are small pieces of information that are stored by your browser on your computer’s hard drive to collect information about your activities on our Website.
2. We may authorize third parties to use cookies and other monitoring technologies to compile information about the use of the Service or interaction with advertisements that appear on the Service. We do not have access or control over these cookies.
3. We use session persistent cookies to keep you logged in for subsequent visits to our website or service. Persistent cookies remain on your hard drive for an extended period of time.
4. You may choose to decline cookies through your web browser’s settings. If you decline cookies, you may not be able to use certain features of the Service.

7. Your rights under this Privacy Policy

1. Access / Correction: You have the right to obtain a copy of your information and to correct errors in your information. You can exercise this right by providing a written request to access your information or correct any incorrect information about you. We may, at our sole discretion, ask you to prove your identity before granting your request.
We may refuse to grant this request if we consider the retention of your data or information to be necessary for us to protect our legal rights, for law enforcement purposes, for compliance with a legal requirement or court order, or for detection or prevention of fraud or misuse of our Service or properties.
2. Deletion: You also have the right to ask us to not store your personal data. Upon written request, we will remove your personal information from our database. We may, at our sole discretion, ask you to prove your identity before granting your request. The exercise of this right may prevent us from providing our services to you, whether partially or fully. Please note that some or all of your personal information may remain within our backups created for contingency purposes.
We may refuse to grant this request if we consider the retention of your data or information to be necessary for us to protect our legal rights, for law enforcement purposes, for compliance with a legal requirement or court order, or for detection or prevention of fraud or misuse of our Service or properties.
Non-personal, aggregated or anonymised data or information are not included within the scope of this clause.
3. Marketing: You have the right to ask us not to use your personal data for marketing purposes. You can exercise your right to prevent such use by contacting us at the e-mail address below. We may, at our sole discretion, ask you to prove your identity before granting your request. The exercise of this right may prevent us from providing our services to you, whether partially or fully.

8. Your submissions to us

You hereby grant to VRAI Labs an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide license to use, copy, publish, stream, store, retain, publicly perform or display, transmit, scan, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works, distribute or sub-license

the content posted, submitted or otherwise made available by you on or through the use of the Service or sent by you to us regarding the Service.

We may publish your comments / reviews / feedback / testimonials regarding the Service. Such comments / reviews / feedback / testimonials may contain personal information that has been provided by you as a part of the comment / review / feedback / testimonial. Please contact us if you want us to remove any comment / review / feedback / testimonial that has been published by us with your personal information.

9. Children's Privacy

Our Service is not directed at anyone who we know to be under the age of consent, nor do we collect any personal information from anyone who we know to be under the age of consent. If you are legally considered incapable of providing your consent for Processing of your personal information in your jurisdiction, please do not use the Service and do not submit any personal information to us. If you are the parent or legal guardian of someone under the age of consent in your jurisdiction, please contact us at the email address below to ask us to delete their information.

10. European Union and European Economic Area

Our Service is not directed at anyone who we know to be present in the European Union or the European Economic Area. If you are currently residing in the EU or the EEA, please do not use the Service and do not submit any personal information to us. If you have used the Service or provided any information to us, please contact us at the email address below to ask us to delete your information.

11. Data storage and retention

1. Subject to clause 7.2, we may retain your data or information indefinitely. Please note that while we may choose to retain your data or information, we are under no obligation to do so. We may choose to delete your information if we consider it reasonably safe to do so.
2. The criteria used to determine whether we consider the deletion of your data to be reasonably safe includes:
 - a. The length of time we have an ongoing relationship with you and provide the Service to you (for example, for as long as you keep using our Service);
 - b. Whether there is a legal obligation that we are subject to (for example, certain laws may require us to keep records of your activities for a certain period of time before we can delete them);
 - c. Whether retention is advisable considering our legal position (for example, for statutes of limitations, detection and prevention of fraud, legal disputes or regulatory investigations).

12. Legal Disclosures

We withhold the right to disclose your information collected by us under this Privacy Policy as required by applicable law, in reply to legal requests by public authorities, including meeting national security or law enforcement requirements and when we believe that disclosure is necessary to detect or prevent fraud, protect our rights and/or to comply with a judicial proceeding, court order, or other legal process served on us.

13. Amendments to this document

We may modify this Privacy Policy at our sole discretion at any time. While we shall make best efforts to notify you of any such modification, it shall be your responsibility to read and understand the Privacy Policy as prevalent from time to time. Continued use of the Service shall be deemed to constitute acceptance of the Privacy Policy as amended.

14. Contact us

If you believe that we have not complied with this Policy with respect to your personal information or would like us to update information we have about you or your preferences or want to request for deletion of your information or if you have any questions about this Privacy Policy, please feel free to contact us at: team@supertokens.io.