

## Terms and Conditions

We value your trust. In order to honor that trust, Think and Learn Private Limited (along with its subsidiaries, the "Company", "us", "we", or "our") adheres to ethical standards in gathering, using, and safeguarding any information you provide through (a) use of our website <http://ismartplayschool.com/> or any other websites owned and operated by the Company ("Website"), our applications ("Application") or any products or services in connection with the Application, Website or other services/products ("Services") or (b) any modes of registrations or usage of products, including through SD cards, tablets or other storage/transmitting device.

The Company, is a leading EdTech company, incorporated in India, for imparting learning.

This privacy policy ('Privacy Policy') and the Terms & Conditions ("Terms") set out below governs your use of all the Applications/Websites/Services. Please note that for the purposes of the Privacy Policy and the Terms :

References to "you", "your" and "yourself" refer to any natural person aged 18 years or above who is "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872, and refers to: (i) the student utilising our Services and is the registered user on record; or (ii) is the registered user on record but facilitates the use of our Applications/Websites/Services through their account for a minor student (i.e. a natural person below the age of 18 years) of which such user is the parent/legal guardian ("Minor Student"). You acknowledge that the Company does not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required qualifications. Any persons under the age of 18 years should seek the consent of their parents/legal guardians before providing any information about themselves or their parents and other family members and before accessing or using the Applications/Websites/Services.

In case you facilitate the use of our Application/Website/Services for a Minor Student, you agree and acknowledge that such use will be undertaken pursuant to your knowledge and supervision of the same. In other words, where applicable, in the event a Minor Student utilizes the Application/Website/Services, it is assumed that such Minor Student has obtained your consent i.e., the consent of the parent/legal guardian.

You agree and acknowledge that you shall provide consent on behalf of a Minor Student, as applicable. Such consent is also deemed to be provided through your registration with us for use of the Application/Website/Services by the Minor Student.

The Company reserves the right to terminate your subscription and/or refuse to provide you with access to the Application/Website/Services if it is discovered that you are under the age of 18 years and the consent to use the Application/Website/Services is not made by your parent/legal guardian or any information provided by you is inaccurate.

In all cases, you agree that that no separate act is required to make the Privacy Policy or the Terms binding on you, and that your/the Minor Student's act of visiting/accessing/using any part of the Application/Website/services constitutes your full and final acceptance of this Privacy Policy and the Terms. You agree and acknowledge to be bound by and liable under this Privacy Policy and the Terms, as the student yourself or for facilitating use of our Application/Website/Services through your account for the Minor Student as the parent/legal guardian, as applicable.

## Privacy Policy

Please read this Privacy Policy carefully before using the Company's Application/Website/Services, along with the Terms of Use ('ToU') provided with the Applications/Services. Your use of the Application/Website/Services, or registrations with us through any modes or usage of any products including through SD cards, tablets or other storage/transmitting device shall signify your acceptance of this Privacy Policy and your agreement and acknowledgment to be legally bound by the same.

If you do not agree with the terms of this Privacy Policy, do not use any of our Application/Website/Services and contact us to close any account you may have created.

## User Provided Information

We obtain the information you provide when you download and register for any of the Applications/Websites/Services. When you register with us, you generally provide (a) your name, age, email address, location, phone number, password and educational interests, your photograph(s), photograph(s) of the Minor Student.; (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) inf

ormation provided to us when you//the Minor Student contacts us for help; (d) information you//the Minor Student enters into our system when using the Applications/Websites/Services, such as while asking doubts, participating in discussions and taking tests. The said information collected could be categorized as "Personal Information", "Sensitive Personal Information" and "Associated Information". Personal Information and Sensitive Personal Information (each as individually defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Data Protection Rules") and Associated Information shall collectively be referred to as 'Information' in this Privacy Policy.

We may use the Information to contact you from time to time, to provide you/the Minor Student with the Application/Website/Services, important information, required notices and marketing promotions. We will ask you when we need more information that personally identifies you/the Minor Student or allows us to contact you.

We will not differentiate between who is using the device to access the Applications/Websites/Services, so long as the log in/access credentials match with yours. In order to make the best use of the Application/Website/Services and enable your Information or Information of the Minor Student to be captured accurately through the Application/Website/Services, it is essential that you/the Minor Student has logged in using your own credentials. Please note however, and as mentioned earlier, you agree and acknowledge that the use of our Application/Website/Services by the Minor Student will be facilitated through your account and is undertaken pursuant to your consent and under your supervision.

We will, at all times, provide the option to you to not provide the Personal Information or Sensitive Personal Information, which we seek from you/the Minor Student. Further, you shall, at all times while using the Application/Website/Services, also have an option to withdraw your consent given earlier to us to use such Personal Information or Sensitive Personal Information. Such withdrawal of the consent is required to be sent in writing to us at the contact details provided in this Privacy Policy below. In such event, however, the Company fully reserves the right not to allow further access to or usage of the Application/Website/Services.

#### Automatically Collected Information

In addition, the Application/Website/Services may collect certain information automatically, including, but not limited to, the type of mobile device you/the Minor Student uses, such mobile devices' unique device ID, the IP address of such mobile device, the operating system of such device, the type of mobile Internet browsers used, and information about the way the Application/Website/Services are used. As is true of most mobile applications, we also collect other relevant information as per the permissions that are provided.

We use an outside credit card processing company to bill you for the use of our Application/Services, as applicable. These companies do not retain, share, store or use Personal Information/Sensitive Personal Information for any other purpose.

#### Use of your Personal Information

We use the collected Information to analyse trends, to conduct research, to administer the Application/Website/Services, to learn about each user's learning patterns and movements around the Application/Website/Services and to gather demographic information and usage behaviour about our user base as a whole. Aggregated and individual, anonymized and non-anonymized data may periodically be transmitted to external service providers to help us improve the Application/Website/Services. We will share your/the Minor Student's Information with third parties only in the ways that are described below in this Privacy Policy.

We may use the individual data and behavior patterns combined with Personal Information to provide you with personalized content, and better your/the Minor Student's learning objectives. Third parties provide certain services which we may use to analyze the data and information to personalize, drive insights and help us better your/the Minor Student's experience or provide more value-added applications, products, information and services. However, these third-party companies do not have any independent right to share this information. We do not sell, trade or share your Information to any third party unless, we have been expressly authorized by you either in writing or electronically to

do so. We may at times provide aggregate statistics about our customers, traffic patterns, and related site information to reputable third parties, however this information when disclosed will be in an aggregate form and does not contain any of your/the Minor Student's Personal Information/Sensitive Personal Information. We may also use your/the Minor Student's photograph(s) for publicity and advertising purposes, as further mentioned in this Privacy Policy, the ToU and the Terms below.

The Company will occasionally send email notices, messages or contact you to communicate about our Services and benefits, as they are considered an essential part of the Services you have chosen.

We may disclose Information:

as required by law, such as to comply with a subpoena, or similar legal process;

to enforce this Privacy Policy, the Terms and applicable ToU, including investigation of potential violations thereof;

when we believe in good faith that disclosure is necessary to protect our rights, protect your/the Minor Student's safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;

with our trusted service providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this Privacy Policy;

to protect against imminent harm to the rights, property or safety of the Application/Website/Services or the Company or its users or the public as required or permitted by law;

with third party service providers in order to personalize the Application/Website/Services for a better user experience and to perform behavioural analysis;

to third parties, for publicity or advertising purposes, through any and all media or distribution methods (now known or later developed) and to associate this photograph(s) with you/the Minor Student, as the case may be.

### Access to your Personal Information

We will provide you with the means to access, review and ensure that your/the Minor Student's Personal Information is correct and current. If you have filled out a user profile, we will provide an obvious way for you to access and change your profile from our Application/Website/Services /. We adopt reasonable security measures to protect your password from being exposed or disclosed to anyone.

### Cookies

We send cookies (small files containing a string of characters) to the device used to access/use our Application/Website/Services, thereby uniquely identifying your browser. Cookies are used to track your/ the Minor Student's preferences, help faster login, and aggregated to determine user trends. This data is used to improve our offerings, such as providing more content in areas of greater interest to a majority of users.

Most browsers are initially set up to accept cookies, but you can reset the browser to refuse all cookies or to indicate when a cookie is being sent. Some of our features and services may not function properly if these cookies are disabled.

### Links

We may present links in a format that enables us to keep track of whether these links have been followed. We use this information to improve our customized content. Clicking on links may take you/the Minor Student to sites outside our domain. We are not responsible for the privacy practices of other web sites. We encourage our users to be aware

when they leave our site to read the privacy statements of each and every web site that collects Personal Information . This Privacy Policy applies solely to information collected by our Application/Website/Services.

## Alerts

We may alert you by email or phone (through SMS/call) registered with your account, to inform you about new service offerings of the Company or other information which we feel might be useful for you, through the Company.

## Public Forums

When you/the Minor Student uses certain features on our Website like the discussion forums and you/the Minor Student posts or shares any Personal Information through comments, messages, files, photos, this information will be available to all users, and will be in the public domain. All such sharing of information is done at your own risk. Please keep in mind that if you disclose Personal Information in your profile or when posting on our forums this information may become publicly available. Similarly, your/the Minor Student' photo(s) provided at the time of registration or otherwise, may be used for publicity and advertising purposes through any and all media, and may thereafter become available in the public domain.

## Security

We are concerned about safeguarding the confidentiality of your/the Minor Student's Information. We provide physical, electronic, and procedural safeguards to protect Information we process and maintain. For example, we limit access to this Information to authorized employees only who need to know that information in order to operate, develop or improve our Application/Website/Services. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

## How Long Do We Retain User Data?

Currently, we plan to retain user data while an account is active and for at least three years afterward. We may alter this practice according to legal and business requirements. For example, we may lengthen the retention period for some data if needed to comply with law or voluntary codes of conduct. Unless otherwise prohibited, we may shorten the retention period for some types of data if needed to free up storage space.

## Log information

When you/the Minor Student accesses our Website, our servers automatically record information that browser sends whenever you/the Minor Student's visit a website. These server logs may include information such as your web request, internet protocol address, browser type, browser language, the date and time of the request and one or more cookies that may uniquely identify your browser.

## User communications

When you/the Minor Student sends an email or other communication to us, we may retain those communications in order to process the inquiries, respond to requests and improve our Services. Any communication undertaken by a Minor Student will be deemed to have been done pursuant to your consent and supervision, as applicable.

## Changes to this Statement

As the Company evolves, our Privacy Policy will need to evolve as well to cover new situations. Any changes to this Privacy Policy will be posted on the Website/our Services and will become effective as of the date of posting. You are advised to review this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

## Your Consent

We believe that you should be in a position to provide informed consent prior to providing any Information required for the use of the Application/Website/Services. By registering with us, you are expressly consenting (for yourself or on behalf of the Minor Student, as applicable) to our collection, processing, storing, disclosing and handling of your/the Minor Student's Information, as applicable, as set forth in this Privacy Policy now and as amended by us. Processing, your/the Minor Student's Information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in India. If you/the Minor Student reside outside India, the Information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

## Contact Information

Our Grievance Officer shall undertake all reasonable efforts to address your grievances and assist in enforcement of your rights at the earliest possible opportunity. You may contact us using the following information:

Grievance Officer: Mr. I.KAMARAJ

No: 8118, East 7th street,(Bhuvanewari ammankovil opposite)Pudukkottai - 622001

Reach out to us on [ismartplayschool@gmail.com](mailto:ismartplayschool@gmail.com), in case of any queries.

## Terms & Conditions

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 thereunder, as amended from time to time.

Please carefully read the Terms and the Privacy Policy (set out above) with respect to registration with us and before the use of the Application/Website/Services. In the event of any discrepancy between the Terms and any other policies with respect to the Application/Website/Services, the provisions of the Terms shall prevail.

Your use/access/browsing of the Application/Website/Services (with or without payment/with or without subscription) through any means shall signify your acceptance of the Terms and your agreement and acknowledgement to be legally bound by the same.

If you do not agree with the Terms or the Policy, please do not use the Application or Website or avail the Services. Any access to our Website/Services/Application through registrations/subscription is nontransferable.

Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application/Website/Services and products are proprietary property of the Company ("Proprietary Information"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application/Website/Services shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to you/the Minor Student. You may own the medium on which the information, content or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You/the Minor Student are not permitted to use the same without the consent of the respective third party.

Your/the Minor Student's use of our products, Website, Application and Services is solely for your/the Minor Student personal and non-commercial use. Any use of the Application/Website/Services or their contents other than for personal purposes is prohibited. Your/the Minor Student's personal and non-commercial use of this Application/Website/Services shall be subject to the following restrictions:

You/the Minor Student shall not decompile, reverse engineer, or disassemble the contents of the Application/Website

e/Services or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application/Website/Services, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application/Website/Services.

You/the Minor Student will not (a) use this Application/Website/Services for commercial purposes of any kind, or (b) advertise or sell the Application/Website/Services (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application/Website/Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.

You/the Minor Student shall not be permitted to perform any of the following prohibited activities while availing our Services:

Making available any content or material that:

violates any law for the time being in force;

is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, pornographic, pedophilic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically, relating or encouraging money laundering or gambling, or otherwise objectionable or inconsistent with or contrary to the laws in force;

Is harmful to a child;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order;

is patently false and untrue, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or

you do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content.

Stalking, intimidating and/or harassing another and/or inciting other to commit violence;

Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;

Interfering with any other person's use or enjoyment of the Application/Website/Services;

Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;

Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Application/Website/Services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or Personal Information about other users without their consent;

Access or use the Application/Website/Services in any manner that could damage, disable, overburden or impair any of the Application's/Website's/Service's servers or the networks connected to any of the servers on which the Application/Website/Services are hosted;

Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services, or engage in any activity prohibited by these Terms;

Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services or any affiliated or linked sites;

Interfere with, or inhibit any user from using and enjoying access to the Application/Website/Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services;

Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services, to access, acquire, copy or monitor any portion of the Application /Website/Services, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/ Website/Services;

Alter or modify any part of the Services;

Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or

Violate any of the terms specified under the Terms for the use of the Application/Website/Services.

By submitting content on or through the Application/Website/Services ("Material"), you (for yourself or on behalf of a Minor Student, as applicable) grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Material in any and all media or distribution methods (now known or later developed) and to associate the Material with you/the Minor Student, as applicable, except as described below. You agree that others may use the Material in the same way as any other content available through the Services. Other users of the Services may fork, tweak and repurpose the Material in accordance with these Terms. If you delete your user account, the Material and your/the Minor Student's name may remain available through the Services

In the preparation of the Application/Website/Services and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Company disclaims any responsibility for any errors and inaccuracy of the information that may be contained in the Application/Website/Services. Any feedback from you/the Minor Student is most welcome to make the Application/Website/Services and contents thereof error free and user friendly. The Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Application/Website/Services for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Our Application/Website/Services provide users with access to compiled educational information and related sources. Such information is provided on an 'as is' basis and we assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Application/Website/Services. We would not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information. From time to time our Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You/the Minor Student may not create a link to the Website from another website or document without the Company's prior written consent.

The contents of the Application/Website/Services are developed on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. The usage of the Application/Website/Services is not endorsed as a substitution to the curriculum based education provided by the educational institutions but is intended to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding. The basic definitions and formulae of the subject matter would remain the same. The Company acknowledges that there are various means of delivering structured curriculum pedagogy and inclusion of methods in the Application/Website/Services/does not imply endorsement of any particular method nor exclusion imply disapproval. Subscription to the Application or usage of our Services/Website does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.

Certain contents in the Application/Website/Services (in particular relating to assistance in preparations for administrative services) may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.

Some parts of the Application/Website/Services are interactive, and we encourage contributions by users, which may or may not be subject to editorial control prior to being posted. The Company accepts no responsibility or liability for any material communicated by third parties in this way. The Company reserves the right at its sole discretion to remove, review, edit or delete any content. Similarly, we will not be responsible or liable for any content uploaded by users directly on the Website, irrespective of whether we have certified any answer uploaded by the user. We would not be responsible to verify whether such questions/answers or contents placed by any user contain infringing materials or not.

The Company may, based on any form of access to the Application/Website/Services (including free download/trials) through any source whatsoever, contact you through SMS, email and call, to give information about their offerings and products as well as notifications on various important updates and/or to seek permission for demonstration of it

s products. You expressly grant such permission to contact you through telephone, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case your mobile number is registered with Do Not Call (DNC) database. By registering yourself, you agree to make your contact details available to our employees, associates, affiliates and partners so that you may be contacted for education information, offerings and promotions through telephone, SMS, email etc.

While the Company may, based on your confirmation, facilitate the demonstration of its products at the location sought by you, you acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that you have relied solely on the investigations, examinations and inspections you have chosen to make and that the Company has afforded you the opportunity for full and complete investigations, examinations and inspections.

Upon registration through any means whatsoever, the Company may contact you through the registered mobile number or e-mail or any other mobile number or contact number or email provided by you to enable effective provision of the Application/Website/Services. You expressly permit the Company to contact you, through the above mentioned means at any time post registration. Further, the Company shall have the right to monitor the download and usage of the Application/Website/Services and the contents thereof by you/the Minor Student, to analyze such usage and discuss the same with you/the Minor Student to enable effective and efficient usage of the Application/Website/Services. You expressly permit the Company to clear your/the Minor Student's doubts by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with you/the Minor Student and mentoring you/the Minor Student through telephone or e-mail or through any other forum.

Company may ask for your/the Minor Student's photograph(s), at the time of registration or at any other time. By submitting such photograph(s) you grant us, including on behalf of the Minor Student, where applicable, a worldwide, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such photograph, for purposes of publicity or advertisement based on the your/student's performance in any national/international competitive/entrance exam, in any and all media or distribution methods (now known or later developed) and to associate the photograph(s) with you/the Minor Student, as the case may be. No license fee shall be paid by Company to you/the Minor Student for this purpose.

You are required to provide a photocopy of your/the Minor Student's admission card for competitive/entrance exams when the same is received from the body conducting such exam.

While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from you/the Minor Student relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard. You expressly provide consent to the Company and our personnel to interact with the Minor Student, where required.

Access to certain elements of the Application/Services including doubt clearance, mentoring services etc. may be subject to separate terms, conditions and fair usage policy. The Company reserves the right to determine the criteria for provision of various elements of Services to the different categories of users based on its policies. Hence, subscription to or registration to the Application/Services does not automatically entitle you/the Minor Student to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of our Services at our discretion.

The Company's Application/Website/Services, including the content contained therein, are compatible only with certain devices/tablets/instruments/hardware. The Company shall not be obligated to provide workable products and/or services for any instruments that are not recognized by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's Application/Website/Services. The Company reserves the right to upgrade the table/type of compatible devices as required from time to time.

The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and/or software and/or instrument/device, including loss of data or effect on the processing speed, resulting from your/the Minor Student's use of our Application/Website/Services.

You have to specify the address to which the shipment has to be made at the time of purchase. All product(s) shall be delivered directly to the address as specified at the point of ordering and you cannot, under any circumstances whatsoever, change the address after the order is processed. In case of any change in the address, you need to specify the same to us in writing well in advance to the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s).



(a) For return of any product(s) damaged at the time of delivery, the shipping charges shall be borne by the Company. However, for return any of the product(s) for any other reasons, it shall be your responsibility to arrange for the return of such cancelled product(s) and the shipping charges shall be borne by you. (b) We request you not to accept any product package that seems to be tampered with, opened or damaged at the time of delivery. The products must be returned in the same condition as delivered by the Company. Any products returned showing signs of any use or damage in any manner shall not be accepted for return. (c) All requests for return of products have to be placed within 15 (fifteen) days from the date of delivery. Please note that no refunds shall be claimed or will be entertained post 15 (fifteen) days from the date of delivery.

You acknowledge that the Company is not the manufacturer of the instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging and the Company shall not be in any manner responsible for the same. The Company does not provide any guarantee or warranty relating to the instrument/medium/hardware.

In order to access the Services and to avail the use of the Application/Website/Services, you shall be required to register yourself with the Application/Website/Services, and maintain an account with the Application/Website/Services. You will be required to furnish certain information and details, including name, mobile number, e-mail address, residential address, grade/class, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application/Website/Services. With respect to the provision of information, the following may be noted:-

It is your sole responsibility to ensure that the account information provided is accurate, complete and latest.

You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under your account. You agree to (a) ensure that you/the Minor Student successfully log out from the account at the end of each session; and (b) immediately notify the Company of any unauthorized use of your account. If there is reason to believe that there is likely to be a breach of security or misuse of your account, we may request you to change the password or we may suspend your account without any liability to the Company, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from any failure to comply with this provision.

You acknowledge that your/the Minor Student's ability to use the account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application/Website/Services at all times. In addition to the disclaimers set forth in the Terms, the Company shall not be liable for any damages arising from your/the Minor Student's inability to log into the account and access the Application/Website/Services at any time.

The Company will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application/Website/Services that may occur by virtue of any person including a Minor Student registering for the Services/products provided.

By using the products or Services you warrant that all the data provided by you is accurate and complete and that Minor Student using the Application has obtained your consent as the parent/legal guardian, where applicable.

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your/the Minor Student's use of and access of the Application/Website/Services; (ii) your/the Minor Student's violation of any term of these Terms or any other policy of the Company; (iii) your/the Minor Student's violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your/the Minor Student's use of the Application/Website/Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.

In no event shall the Company, its officers, directors, employees, partners or agents be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, your use of, or access to, the Application/Website/Services.

In the event of your/the Minor Student's breach of these Terms, you agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

Any violation by you/the Minor Student of the Privacy Policy or of these Terms, may result in immediate suspension or termination of your account apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose your account information if required by any Governmental or legal authority. You understand

and that the violation of these Terms could also result in civil or criminal liability under applicable laws.

The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles and in the eventuality of any dispute or difference (including in the eventuality of violation of the Terms by any party) should arise on any matter relating to or arising out of the Terms, the same shall be referred to the arbitration within 60 days of either party notifying the other party of such dispute, for adjudication under the provisions of Arbitration & Conciliation Act, 1996.

It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language. If such appointed sole arbitrator is unable to continue with such arbitral proceedings for any reason whatsoever, a new sole arbitrator shall be appointed by mutual consent of the parties who shall continue with the arbitral proceedings from the stage where the proceedings were left by his predecessor.

Parties mutually agree that the fee payable to the arbitrator for adjudicating the dispute between the parties arising out of this agreement shall be subject to a maximum limit of INR 50,000/- per case. Each party shall be liable to pay arbitration fees equally subject to a maximum limit of INR 25,000/- per case.

Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts/tribunals located in Pudukottai and you hereby accede to and accept the jurisdiction of such courts and/or tribunals.

The Company has the right to change, modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application/Website/Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application/Website/Services. You agree that the Company shall not be liable to you or any third party for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.

**DISCLAIMER: THIS WEBSITE, THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE, APPLICATION AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS, SUITABILITY AND NON-INFRINGEMENT. ADDITIONALLY, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE, OR THE APPLICATION OR THE SERVICES. YOUR USE OF ANY INFORMATION OR MATERIALS ON THE WEBSITE/APPLICATION/SERVICES IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS.**

**General Provisions:**

**Notice:** All notices served by the Company shall be provided via email to your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to [ismartplayschool@gmail.com](mailto:ismartplayschool@gmail.com).

**Entire Agreement:** The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application/Website/Services from time to time, constitute the entire agreement between the Company and you with respect to your access to or use of the Application, Website and the Services thereof.

**Assignment:** You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking your consent.

**Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

**Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

**Relationship:** You acknowledge that your participation on the Application, does not make you an employee or agency or partnership or joint venture or franchise of the Company.

The Company provides these Terms so that you are aware of the terms that apply to your/the Minor Student's use of the Website/Application and Services. You acknowledge that, the Company has given you a reasonable opportunity to review these Terms and that you have agreed to them.

**Feedback:**

Any feedback you provide with respect to the Application/Services shall be deemed to be non-confidential. The App

lication/Services shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of you, the Minor Student or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Application/Services may have something similar to the feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances, unless specified.

Under no circumstances shall the Company be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application/Website/Services.

Customer Care:

We make all best endeavors to provide you with a pleasant experience. In the unlikely event that you/the Minor Student faces any issues in respect of the Application/Website/Services, please contact our Grievance Officer (details provided in the Privacy Policy) or us at [ismartplayschool@gmail.com](mailto:ismartplayschool@gmail.com).