

# TERMS OF SERVICE

## 1. Introduction

Welcome to <https://enrichlearn.com/> ("Website") and **Enrich Learn**, a platform that brings together student engagement, content delivery and administration tools in one place and is focused on helping tutors go online to support a blended learning approach and digital learning solutions through video conferencing and related services for digital learning solutions (Website and Application are hereinafter collectively referred to as the "Platform") owned and managed by Enrich Learn and its affiliates ("Company").

These Terms of Service ("Terms"/ "Terms of Service") along with the privacy policy of the Platform ("Privacy Policy") and other terms and conditions of the Platform, govern your visit and use of the Platform for any Services offered through the Platform(s) (together or individually referred to as "Service") operated by the Company.

In this Terms of Services "we", "our" and "us" refers to the Company and "you", "your" and/or "Users" refers to the user of the Platform. Our Platform is for the users intending to avail the Service, however, the Services provided on the Platform are not being offered to or intended to be used by the residents of European Union, United Kingdom and United States of America. . If you are resident of India and under the age of 18, or if you are resident of any other country and are considered to be of any age determined for use of internet services but are less than the contractual age determined by the applicable laws of such country, you and your parent or legal guardian should review this Terms of Service to make sure that you and your parent or legal guardian understands and agrees to it, and by using the Platform, you confirm to us that your use of the Platform is with the permission of your parent or legal guardian, and further, if required, you and your parent or legal guardian shall perform or undertake such activities which will entitle you to enter into a legally binding and enforceable agreement with the Company. If you are availing the Service on behalf of an organisation or any legal entity as admin user ("Admin User"), you represent and warrant that you have the actual authority to agree to these Terms on behalf of such organisation and/or legal entity. By using this Website and/or Application or accepting this Terms of Services, you and your parent or legal guardian represent and warrant to the Company that you or your parent or legal guardian are 18 years of age or older, and that you have the right, authority and capacity to use the Website and/or Application and agree to and abide by this Terms of Services.

This Terms of Services is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000, rules made thereunder, and any other applicable statutes, as amended from time to time. This Terms of Services does not require any physical, electronic or digital signature.

Please read these Terms of Services carefully. By accessing and utilising the Services on the Platform, you indicate, agree and acknowledge that you understand and consent to this Terms of Service, our Privacy Policy and other terms and conditions of the Platform (hereinafter collectively referred to as the "User Agreements"), and to the collection and use of information in accordance with this Terms of Service.

Your use of the Services on behalf of your organization shall also be governed by terms of the User Agreements. Additionally, the use of the Services is subject to the provisions and validity of order form and/or software services agreement, if any, executed by your organisation with the Company. If you do not agree with (or cannot comply with) the User Agreements, then you may not use the Service, but please let us know by emailing at [support@enrichlearn.com](mailto:support@enrichlearn.com) so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

The User expressly agrees and acknowledges that these Terms of Services and Privacy Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other. Further, the Platform provides access rights of the Services for a subscription/service period mentioned in the order form and/or software services agreement executed between the organisation authorising you and the Company ("Subscription Period"). Upon termination or expiry of Subscription Period, access to all or part of the Services available to User accounts and Admin User accounts associated with such organisation may also be terminated.

## 2. System Requirements

Use of the Services requires one or more compatible devices, internet access, and certain software, and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

## 3. User License for Services

The Company will provide the Services and standard updates to the Services that are made generally available by the Company during the term of your use of the Platform. The Company may, at its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

Subject to the terms of the User Agreements, the Company grants a non-exclusive, non-transferable, non-sub licensable right and license to access and use the Platform and the Service(s) solely for your professional (commercial or otherwise) or educational purposes, strictly in accordance with these Terms of Services (including without limitation any applicable service-specific terms), User Agreements and all applicable scope of use descriptions.

The Company may enable the organisation and other educational institutions to provide the Services to their students through the Platform. In such an event, the User shall be bound by the Terms of Services of Enrich Learn as well as those of such organisation and other educational institutions.

The Company may also provide and/or facilitate third-party hardware like attendance machine, GPS machine, interactive flat panels, audio-visual devices, content hard-drive, etc. for which, customer will be bound to terms and conditions of such hardware provider, however the Company shall not be held liable for any issues arising out of the use of such third-party hardware and any claims and actions shall be made directly against the hardware provider.

The Company may give different access rights to Users based on the modules subscribed by their institute and/or as regulated by the Admin User. Consequently, any data generated by a user on the Platform will be based on their access rights and usage.

## 4. Accounts

When you create an account with us, you guarantee that you are above the age of 18 years, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Platform.

In case the Service needs to be used by a person who does not fulfil the age requirements mentioned above (as may be revised as per applicable laws from time to time) and is desirous of registering on the Platform i.e., if a user is a minor/child, then the account must be created by the parents or legal guardian who has agreed to these Terms of Services, and the user may use the Platform with the consent of, and under the supervision of, their parent or legal guardian. Accordingly, in such a case, the parent or legal guardian must agree to this Terms of Services at the time of their registration on the Platform. In the event a person below the age of 18 years utilizes the Service, it is assumed that he/she has obtained the consent of the parents or legal guardian and such use is made enabled by the parents or legal guardian, and that such usage by the minor/child user is under the supervision of their parent or legal guardian. The Company will not be responsible for any consequence that arises as a result of misuse of any kind that may occur by virtue of any person registering for the Service.

Users need to sign up for a user account by providing all required information in order to

access or use the Services. We recommend that you sign up for user accounts by providing the assigned institutional email address by your organization. The Users may verify and authenticate the registration of their account through email id/mobile number OTP verification. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and (b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, the Company may terminate your user account and refuse current or future use of any or all of the Services.

You are responsible for maintaining the confidentiality of your account and/or password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

Your organization's administrator may authorize your user account through the panel on the Admin User account and/or through other such modes enabled on the Platform. Towards this, the Admin User might also require you to follow additional rules and may be able to access or disable your user account, at its sole discretion.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

## 5. Communications

When you use the Services or send emails or other data, information or communication to the Platform you agree and understand that you are communicating with the Company through electronic modes and other telecommunication modes and by using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send via any and all electronic, digital and other telecommunication modes. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [support@enrichlearn.com](mailto:support@enrichlearn.com).

The Company may, based on any form of access to the Application (including free

download/trials) or Services or Website or registrations through any source whatsoever, contact the User through WhatsApp, SMS, email, and call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, WhatsApp, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case the User's 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 and partners so that you may be contacted for education information and promotions through telephone, WhatsApp, SMS, email, etc.

## 6. Fees and Charges

The Company reserves the right to charge fees for providing various services on the Platform and change its policies from time to time. The Company may at its sole discretion introduce new services and modify some or all of the existing services offered on the Platform. In such an event the Company reserves the unrestricted and discretionary right to change, rearrange, add or delete services offerings, the selections in those offerings, prices, and any other service may offer, at any time and accordingly, reserves, the right to introduce fees for the new services and/or for some or all of the existing services on the Platform, as the case may be. Changes to the fee and related policies shall automatically become effective immediately once implemented on the Platform. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to the Company. The Company will endeavour to notify you of any such change and its effective date.

Pricing / typographical error: If the Company comes across any typographic errors with respect to pricing or services information, the Company shall have the right to rectify the same or cancel the order(s) and refund monies, if any, collected from the customer within 90 (ninety) business days of such corrective action taken. It is hereby clarified that in the event of such pricing or typographical error, the Company shall in no event be responsible to compensate the User for any loss, or against any liability caused to the User.

## 7. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, rules for Promotion will prevail.

The Company may conduct competitions from time to time and you agree to allow the

Company to use the submissions by you including but not limited to videos, written content, craft work etc. for promotional purposes. All rights will be reserved by the Company for usage of such submissions by you. You additionally permit the Company to use every kind of information submitted by you like photos, videos etc. for promotional campaigns as it so pleases and you will cease to have any rights on the same once your submissions are made to the Company.

## 8. Content

Our Service allows you to post, link, store, and share and otherwise makes available certain information, text, graphics, audio, videos, or other material ("Content"). You are responsible for Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Platform, you represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use, distribute it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

You shall not post, host, display, upload, modify, publish, transmit, store, update or share any Content or information on the Platform that:

(a) belongs to another person and to which you do not have any right to; or

(b) that is grossly harmful, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, hateful, insulting or harassing on the basis of gender, religiously, racially or, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or unlawfully harassing or misleading in any way; or promoting any such illegal activities; or otherwise inconsistent with or contrary to the laws in force; or

(c) is patently offensive to the online community, such as sexually explicit content, religiously offensive content or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or

(d) harasses or advocates harassment of another person; or involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or

(e) infringes upon or violates any third party's rights, including without limitation unauthorized disclosure of any person's personal information e.g. a person's name, email address, physical address or phone number or rights of publicity; or

(f) infringes any patent, trademark, copyright, or other proprietary rights or third party's

trade secrets or rights of publicity or privacy or shall not be fraudulent; or

(g) promotes an infringement of, or illegal or unauthorized copy of another person's copyrighted work; or

(h) provides material that exploits people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone; or

(i) contains video, photographs, or images of another person without his or her express written consent and permission or the permission or the consent of his/her guardian in the case of minor; or

(j) refers to any website or URL that, in the sole discretion of the Company contains material that is inappropriate for the Platform, or URL of any other website contains content that would be prohibited or violates the letter or spirit of these Terms of Service; or

(k) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; or

(l) intends to advertise or engage in commercial activities and/or sales without prior written consent of the Company or intends to mislead, defraud or cheat any person. Throughout these Terms of Service, the Company's prior written consent" means a communication coming from the Company's legal personnel, specifically in response to Your request, and specifically addressing the activity or conduct for which you seek authorization; or

(m) interferes with another User's use and access to the Platform; or

(n) is harmful to child or harms minors in any way; or

(o) violates any law for the time being in force; or

(p) deceives or misleads the reader/ addressee/ Users about the origin of such messages or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact, or grossly offensive or menacing in nature; or impersonate another person; or

(q) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains virus, malware or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information; or

(r) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or

(s) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or

(t) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

The Company is under no obligation to examine or verify any Content posted on the Platform by you, and the Company assumes no responsibility or liability relating to any such Content on the Platform nor does the Company assume or shall assume responsibility or liability for breach of any of your obligation(s) under these Terms of Service.

Notwithstanding the above, the Company has the right but not the obligation to monitor, edit, delete the Content provided by users and may decline to accept and/or remove any Content that contains any information inconsistency with these Terms of Service. Any Content uploaded by you shall be subject to relevant laws and these Terms of Service and may be disabled, or and may be subject to investigation under appropriate laws.

Furthermore, if you are found to be in non-compliance with the laws and regulations, these Terms, or the User Agreement, the Company may terminate your account/block your access to the Platform and we reserve the right to remove any non-compliant Content uploaded by you and/or claim indemnity on account of such non-compliance. We reserve the right to terminate the account of anyone found to be infringing any intellectual property right of any other person or violating any applicable laws or these Terms of Service. You specifically agree that the Company shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received through the Platform. Further, under no circumstances, the Company shall be liable for any unlawful act of the User or its affiliates, relatives, employees, agents including but not limited to misuse of any data, unfair trade practices, and fraud, cybersquatting, hacking and other cyber-crimes.

You retain any and all of your rights to any Content you submit, post or display on or through the Platform and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Platform. However, by posting Content using Service you grant us non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to use, modify, publicly perform, publicly display, reproduce, distribute and redistribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of the Platform and the Service, who may also use your Content subject to these Terms. You also acknowledge that owing to the manner in which the Platform is used, your Content may be available to other Users on the Platform.

In addition, any data, information, material and other content found on or through the Platform are the property of the Company or licensed to the Company. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said data, information, material or other content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.



You understand that the Company has the right at all times to disclose any information (including the identity of the User providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request, or in response to any court order or summons. In addition, the Company can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

## 9. Use of the Platform and the Services

You may use the Platform and the Services only for lawful purposes and in accordance with these Terms of Services.

You hereby agree not to use the Platform and the Services:

- (a) In any way that violates any applicable national or international law or regulation;
- (b) For the purpose of exploiting, harming, or attempting to exploit any person or harm minors in any way by exposing them to inappropriate content or otherwise;
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation;
- (d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity;
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; or
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- (a) Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service;
- (b) Use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, process, program or means to access the Platform and/or the Service for any purpose, including monitoring or copying any of the material on the Platform;

- (c) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent;
- (d) Use for any purpose that is unlawful or otherwise prohibited by these Terms of Services, or for other activity which infringes the rights of the Company or others;
- (e) Use any device, software, or routine that interferes with the proper working of the Platform;
- (f) Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- (g) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which the Platform is stored, or any server, computer, or database connected to Service;
- (h) Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack;
- (i) Take any action that may damage or falsify Company rating;
- (j) In any way decompile, reverse engineer, or disassemble any material or content on the Website; or
- (k) Otherwise attempt to interfere with the proper working of the Platform and the Service.

## 10. Payment

The Company may enable payments via third-party payment service providers (“PSP”) partners and it shall be the User's responsibility not to share the credential for authenticating the payment including the UPI pin or OTP with any third-party intentionally or unintentionally. The Company never solicits credential information for authenticating the payment such as UPI pin or OTP over a call or otherwise. The Company shall not be liable for any fraud due to the sharing of such details by the User.

While availing any of the payment methods available on the Platform, the Company shall not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- Lack of authorisation for any transaction;
- Exceeding the pre-set limit mutually agreed by you and between the third-party bank;
- Any payment issues arising out of the transaction; or
- Decline of transaction for any other reasons.

The Company will not be responsible for any money collected by a third-party by impersonating any representative of the Company.

## 11. Refund/Cancellation

The Company does not support refunds in any form for the payment transactions being enabled on the Platform. If the User has entered the wrong number/VPA ID, then the Company is not a liable party in the transaction.

## 12. Analytics

Towards optimization of the Services and other offerings on the Platform, we may use third-party service providers to collect data on and analyse your use of our Service, including but not limited to user session lengths, time spent on various sections, login frequencies, etc.

## 13. Intellectual Property

The Platform and its original content (excluding Content provided by users), features and functionality, structure, expression, “look and feel”, all graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (“Company Data”) are and will remain the exclusive property of the Company and its licensors. The Platform is protected by copyright, trademark, and other applicable laws in the jurisdiction applicable to the operations of the Company. Our trademarks may not be used in connection with any product or service without the prior written consent of the Company.

Except as expressly provided in these Terms of Services, no part of the Platform and no Company Data may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial use, without the Company's express prior written consent. Company Data on the Platform is solely for your personal, limited and non-exclusive use. Use of the Company Data on any other web site or networked computer environment or use of the Company Data for any purpose other than personal, non- commercial use is a violation of the copyrights, trademarks, and other proprietary rights, and is prohibited.

## 14. Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. The Company may terminate in appropriate circumstances the accounts of users who infringe or are believed to be infringing the rights of copyright holders.

## 15. Error Reporting and Feedback

You may provide us either directly at [support@enrichlearn.com](mailto:support@enrichlearn.com) or via third-party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback shall not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

## 16. Links to Other Websites

Our Platform uses third party application program interfaces and may contain links to third party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

**YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY WEB SITES OR SERVICES.**

**WE STRONGLY ADVISE YOU TO READ THESE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY WEB SITES OR SERVICES THAT YOU VISIT.**

## 17. Disclaimer of Warranty

THE PLATFORM AND SERVICES AND THE COMPANY DATA ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM AND THE SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ITS CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE PLATFORM THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR CLAIMS BY YOU OR ANY THIRD-PARTY IN THIS REGARD.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 18. Indemnity and Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR LICENSOR, OFFICERS, DIRECTORS, EMPLOYEES, OTHER LICENSEE AND AGENTS HARMLESS FOR ANY LOSS, DAMAGE, OR CLAIM, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THESE TERMS AND ANY VIOLATION BY YOU OF ANY CENTRAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS OR TERMS OF SERVICE, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY

ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGE OR CLAIMS. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCTS AND/OR SERVICES ON THE PLATFORM.

UNDER NO CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE PLATFORM OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, INCLUDING BUT NOT LIMITED TO THE INFORMATION, CONTENT, MATERIALS ON THE PLATFORM, OR ANY PART THEREOF. WHILE THE COMPANY SHALL TAKE REASONABLE PRECAUTIONS AGAINST SECURITY BREACHES, THE PLATFORM OR INTERNET TRANSMISSION IS NOT COMPLETELY SECURE, AND AS SUCH, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM UNAUTHORIZED ACCESS, HACKING, DATA LOSS, OR OTHER BREACHES THAT MAY OCCUR.

## 19. Termination

We may terminate or suspend your account and bar access to the Platform or any of the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms of Services or any other agreement.

If you wish to terminate your account, you may simply discontinue using Service, subject to the provisions of order agreement and/or software services agreement and/or other agreements you may have entered into with the Company and/or the organisations and/or legal entity including school, college, coaching or educational institute.

All provisions of these Terms of Services which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Notwithstanding the foregoing, if you breach these Terms of Services or Privacy Policy or other rules and policies, the Company reserves the right to recover any amounts due and owing by you or to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

## 20. Governing Law

These Terms of Services shall be governed and construed in accordance with the laws of India, which governing law applies to the User Agreement without regard to its conflict of law provisions, and any disputes relating to these Terms of Services and User Agreements will be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, India.

## 21. Force Majeure

The Company is not liable for any delay in the performance or non-performance of any of its obligations hereunder and shall not be liable for any loss or damages caused thereby where the same is occasioned by any cause whatsoever that is beyond our control including but not limited to an act of God, war, civil disturbance, governmental or parliamentary restrictions, prohibitions or enactments of any kind, or accident or non-availability/ delay in transport, any endemic, pandemic, epidemic or outbreak of any disease including Covid-19.

## 22. Changes to Service

We reserve the right to withdraw or amend our Services, and any service or material we provide via the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform or the Services, or the entire Platform, to users, including registered users.

## 23. Amendments to Terms

We may amend these Terms of Services at any time by posting the amended terms ("Revised Terms") on the same or different webpage designated by us for the Terms on the Platform. It is your responsibility to review these Terms of Services periodically. Any such amendment shall be deemed to be effective in respect of you, thirty (30) days from the date such change was posted on this webpage (or any other such webpage on the Platform) or otherwise communicated to you.

Subject to the above, your continued use of the Platform following the posting of Revised Terms shall imply your acknowledgement of an agreement with the Revised Terms, which shall be binding on you.

If you do not agree to the Revised Terms, you are no longer authorized to use the Platform and the Service.

## 24. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed to be a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert any right or provision under Terms of Services shall not constitute a waiver of such right or provision.

If any provision of Terms of Services is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Services will continue in full force and effect.

## 25. Assignment

The Company may transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms of Services without notifying you or obtaining your consent.

You shall not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Services.

## 26. Acknowledgement

BY USING THE PLATFORM OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## 27. Contact Us

Please send your feedback, comments, and requests for technical support by email: [support@enrichlearn.com](mailto:support@enrichlearn.com)

In accordance with the Information Technology Act, 2000 and Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, the name and contact details of the Grievance Officer are provided below:



Name: Mayur Ranjan

Address: 105, Sri Sai Heights Ashirwad Colony, Horamavu Bangalore, Karnataka 560016  
India.

Email: [support@enrichlearn.com](mailto:support@enrichlearn.com)