

## Terms and Conditions

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions ("Terms").

### **General**

The brand "**TheSchule**" (hereinafter be referred to as "Website/mobile application") is operated by TheSchule LLP firm (hereinafter to be referred as "**Company**" or "**We**" or "**we**" or "**Our**" or "**Us**").

Use of the Website/mobile application/mobile application is offered to You, subject to acceptance of all the terms, conditions and notices contained in these Terms including applicable policies which are incorporated herein by reference, along with any amendments / modifications made by Company at its sole discretion and posted on the Website/mobile application/mobile application, including by way of imposing an additional charge for access to or use of a service(s).

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a user on the Website/mobile application/mobile application as per the terms laid down below.

Company shall not be required to notify You, of any changes made to the Terms and Conditions ("Terms"). The revised Terms shall be made available on the Website/mobile application. Your use of the Website/mobile application and the Services is subject to the most current version of the Terms made available on the Website/mobile application, at the time of such use. You are requested to regularly visit the Website/mobile application to view the most current Terms. It shall be your responsibility to check the Terms periodically for changes. Company may require You to provide Your consent to the updated Terms in a specified manner prior to any further use of the Website/mobile application and the Services, provided on the Website/mobile application. If no such separate consent is sought, Your continued use of the Website/mobile application, following changes to the Terms, will constitute your express acceptance of those changes.

### **Terms of Use**

By accessing the Website/mobile application or using it or subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms. These Terms constitute a legal and binding contract between you on one part and the Company on the other Part as per the provisions of the Information Technology (Intermediaries guidelines) Rules, 2011 formulated under the Information Technology Act of 2000.

This electronic record is generated by a computer system and does not require any physical or digital signatures.

If you do not want to be bound by the Terms, do not access, browse or in any way transact on the Website/mobile application, or avail any services.

### **Privacy Policy**

Kindly refer to our Privacy Policy at the Website/mobile application. By using the Website/mobile application or the subscribing to the services offered by us, you hereby consent that you have read and

fully understood the said Privacy Policy. You further agree that the terms and contents of such Privacy Policy a

se of the Website/mobile application is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. The Company assumes no responsibility or liability for any misrepresentation of your age.

### **User Account, Password and Security**

For the purposes of availing the Services through the Website/mobile application, We may collect certain information from You including without limitations:

- (i) Name;
- (ii) User ID;
- (iii) Email address;
- (iv) Address (including country and ZIP/ postal code);
- (v) Gender;
- (vi) Age;
- (vii) Phone number;
- (viii) Password chosen by the You;
- (ix) Billing Information including credit card, billing address and other payment information;
- (x) License number
- (xi) Store Location
- (xii) Other details

You shall ensure that the Information provided by You is true, complete, accurate and up-to-date.

Use of another User's Information for availing the services offered by Company is expressly prohibited.

If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your account.

We reserve the right to terminate your registration and / or refuse to provide you with access to the Website/mobile application if it is brought to Company's notice or if it is discovered that you are under the age of 18 years.

We reserve the right to refuse access to use the services offered at the Website/mobile application to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so and You shall have no right to object to the same.

You will be responsible for maintaining the confidentiality of the Account Information and are fully responsible for all activities that occur under Your Account.

You agree to (a) immediately notify Company in writing about any compromise of Your Account or Account Information or any other breach of security, (Email notification shall suffice) and (b) ensure that You exit / log out from Your Account at the end of each session.

Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section. You may be held liable for losses incurred by Company or any other User of or visitor to the Website/mobile application due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account Information secure and confidential or otherwise.

The Website/mobile application uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by us for the technical administration of the Website/mobile application, research and development, and for user administration. In the course of serving advertisements or optimizing services to you, we may allow authorized third parties to place or recognize a unique cookie on the browser. We do not store personally identifiable information in the cookies.

### **Limited User**

The Website/mobile application does not screen or censor the users who register on and access the Website/mobile application. You assume all the risk associated with dealing with other users with whom you come in contact through the Website/mobile application. You agree to use the Website/mobile application only for lawful purposes without infringing the rights or restricting the use of the Website/mobile application by any third party.

You agree and undertake not to reverse engineer, modify, copy, distribute, transmit, display, download, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website/mobile application.

You agree and undertake to use the Website/mobile application and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

- (i) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- (ii) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- (iii) Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; you own or control the rights thereto or have received all necessary consents;
- (iv) Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website/mobile application or another's computer;
- (v) Conduct or forward surveys, contests, pyramid schemes or chain letters;
- (vi) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- (vii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (viii) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- (ix) Violate any applicable laws or regulations for the time being in force in or outside India; and

- (x) Violate, abuse, unethically manipulate or exploit any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website/mobile application contained elsewhere.

### **Your Warranties and Representations**

You guarantee, warrant, and certify that you are the owner of the content which you submit or otherwise authorized to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Services offered on the Website/mobile application.

In the access or use of the Website/mobile application, you shall comply with these Terms for access or use posted on the Website/mobile application. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Website/mobile application or any Content or services that may appear on this Website/mobile application and may not impair in any way the integrity or operation of the Website/mobile application. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms, you shall be liable for all the losses and damages that this may cause to us and our affiliates.

### **Disclaimer of Warranties & Liabilities**

You expressly understand and agree that, to the maximum extent permitted by applicable law:

- (i) The Website/mobile application, services and other materials are provided by Company on an "AS IS" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose.
- (ii) Without limiting the foregoing, Company makes no warranty that:
  - a. The Website/mobile application or the services will meet your requirements or your use of the Website/mobile application or the services will be uninterrupted, timely, secure or error-free;
  - b. The results that may be obtained from the use of the Website/mobile application, services or materials will be effective, accurate or reliable;
  - c. The quality of the Website/mobile application, services or other materials will meet your expectations;
  - d. Any errors or defects in the Website/mobile application, services or other materials will be corrected.
- (iii) No advice or information, whether oral or written, obtained by you from Company or through or from use of the services shall create any warranty not expressly stated in the terms.
- (iv) To the maximum extent permitted by applicable law, Company will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other

laws. Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

- (v) Company shall not be held responsible for non-availability of the Website/mobile application during periodic maintenance operations or any unplanned suspension of access to the Website/mobile application that may occur due to technical reasons or for any reason beyond Company's control.
- (vi) You understand and agree that any material or data downloaded or otherwise obtained through the Website/mobile application is done entirely at your own discretion and risk and you shall be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data.
- (vii) Company is not responsible for any typographical error leading to an invalid coupon.
- (viii) Company accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.
- (ix) Company shall not be liable for any third party product or services. the advertisement available on e-mail or Website/mobile application with respect to the third party Website/mobile application are for information purpose only.

### **Intellectual Property Rights**

The Website/mobile application and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "Owner Content") on the Website/mobile application is owned and controlled by Company or its third-parties and the design, structure, selection, coordination, expression, look and feel and arrangement of such Owner Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

The trademarks, logos and service marks displayed on the Website/mobile application ("Marks") are the property of Company or its third parties or respective third parties. You are not permitted to use the Marks without the prior consent of Company, the relevant third parties that may own the Marks.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Company or its third-parties owns all intellectual property rights to and into the trademark TheSchule and the Website/mobile application, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

Except as expressly provided herein, you acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the express written permission from Company or third party owner of such Content.

### **Assumption of Risk**

The Website/mobile application and its contents are for communication purposes only. By using the Website/mobile application you hereby acknowledge and agree that any information posted on our Website/mobile application is not intended to be any kind of legal advice, medical advice or financial advice and no fiduciary relationship has been created between You and the Company. We do not assume any responsibility or liability for any advice or any other information given on the Website/mobile application.

## **Force Majeure**

You accept and acknowledge that we shall not be liable for any loss or damage caused to you as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of 1mg or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control (“Force Majeure Event”).

In the event of any Force Majeure Event arising, depending on whose performance has been impacted under the Terms of Use, the party shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

## **Indemnification**

You agree to defend and indemnify the Company and any of its affiliates and hold us harmless against any and all legal claims and demands, including but not limited to attorney’s fees, which may arise from your or relate to your use or misuse of the of the Website/mobile application or the services, your breach of these terms or your conduct or actions. You agree that the Company shall, if it so desires, select its own legal counsel and participate in its own defense.

## **Termination**

The Terms will continue to apply until terminated by either You or Company as set forth below. If You want to terminate Your agreement with Company, You may do so by (i) not accessing the Website/mobile application; or (ii) closing Your accounts for all of the services that You use, where Company has made this option available to You.

Company may, at any time, with or without notice, terminate the Terms (or portion thereof, such as any individual Additional Terms) with you if:

- (i) You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
- (ii) Company is required to do so by law (for example, where the provision of the services hereunder, to You is, or becomes, unlawful);
- (iii) The provision of the services to You, by Company is, in Company's opinion, no longer commercially viable;
- (iv) Company has elected to discontinue, with or without reason, access to the Website/mobile application, the services (or any part thereof); or

Company may also terminate or suspend all or a portion of Your account or access to the services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular service, termination of Your Account may include: (i) removal of access to all offerings within the Website/mobile application or with respect to the services; (ii) deletion of Your materials and Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof); and (iii) barring of further use of the Services.

You agree that all terminations shall be made in Company's sole discretion and that Company shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website/mobile application and the services offered thereunder.

Notwithstanding the foregoing, these Terms will survive indefinitely unless and until Company chooses to terminate them.

If You or Company terminates Your use of the Website/mobile application, Company may delete any content or other materials relating to Your use of the Website/mobile application and Company will have no liability to You or any third party for doing so.

### **Governing Law and Dispute Resolution**

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, with the exception of its conflict of law provisions. In case any litigation specifically permitted under these terms is initiated, the parties shall submit to the exclusive jurisdiction of the courts at Mumbai, Maharashtra, India.

### **Modification and Variation**

The Company may at any time change these terms without giving any notice to you. You hereby understand and agree that we have the right to modify these terms and any information and links contained herein. You further agree that any and all modifications to these terms shall be in full force and effect immediately upon being posted on the Website/mobile application and shall replace any prior version of these terms.

### **Report Abuse**

In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Website/mobile application, please report to Company's customer support team.

### **Privacy Policy**

Company views protection of Your privacy as a very important principle. We store and process Your Account Information including any sensitive personal / financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Company's current Privacy Policy is available at the Website/mobile application. If You object to Your Information being transferred or used in this way, please do not use Website/mobile application.

Company will share / sell / transfer / license / convey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to Your personal information. Once You provide Your information to us, You provide such information to Company and affiliates of Company and Company and its affiliate may use such information to provide You various services with respect to Your transaction whether such

transaction are conducted on the Website/mobile application or with third party merchant's or third party merchant's Website/mobile application.

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Company in respect of the Website/mobile application. You further consent that the terms and contents of such Privacy Policy are acceptable to You.

### **Survival**

Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

### **Severability**

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

### **Waiver**

In the event that we fail to enforce any provisions of these terms, this shall not constitute a waiver of any enforcement of that provision or any other provision. No waiver of any provisions of these terms will be valid unless the same is in writing and signed by us.

### **Headings**

The headings and subheadings herein are included for convenience and organization only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms.

### **Notice**

All notices of Company will be served by email or by general notification on the Website/mobile application. Any notice provided to Company pursuant to the Terms should be sent to *info@theschule.com*