### **Terms and Conditions**

Welcome to sudipchakraborty.in (Sudip Sir Online Classes)! We hope that you have a great experience using our online platform.

These Terms and Conditions ("Terms and Conditions") set out the terms and conditions for use of <a href="https://sudipchakraborty.in/">https://sudipchakraborty.in/</a> (the "Site"), the mobile application(s) (the "Application") and any features, subdomains, content (except as specified hereunder), functionality, products, services (including the Services), media, applications, or solutions offered on or through the Site and/or the Application and/or through any modes, medium, platform or format, including through Secure Digital ('SD') cards, tablets or other storage/transmitting device (hereinafter collectively referred to as the "Platform"/"sudipchakraborty.in").

These Terms and Conditions apply to all users of the Platform, including without limitation, all users who access the Platform to learn a subject or a skill (referred to as "Learners") or users who access the Platform otherwise (collectively referred to as "you", "your", or "User(s)"). Your access to the Platform is subject to your acceptance of the Platform Terms and such acceptance of the Platform Terms forms a legally binding agreement between you and Sudip Sir Classes ("Agreement"). Hence, please take your time to read the Platform Terms in their entirety.

From time-to-time, updated versions of the Platform Terms may be made available as aforesaid for your reference. By visiting and accessing the Platform, providing your Personal Information (as defined in the Privacy Policy), using the Services offered or by otherwise signalling your agreement when the option is presented to you, you hereby expressly accept and agree to the Platform Terms. If you do not agree to any of the terms or do not wish to be bound by them, then please do not use the Platform in any manner.

When we speak of "Sudip Sir Class", "we", "us", and "our", "website", "Our Website", "Platform", "sudipchakraborty.in", we collectively mean Dr. Sudip Chakraborty – a teacher of Mathematics Subject and the owner of this platform/service or the site sudipchakraborty.in itself. Kindly refer to the 'About' section of these Terms and Conditions to know which of our entity your Agreement will be with.

All capitalized terms are defined/have the meaning assigned to it under these Terms and Conditions. In other words, if you find any word herein that has its first letter capitalized, then it means that we have explained the meaning such word has in the context of these Terms and Conditions and/or the Platform Terms; if not here, then it will be provided in the relevant Platform Terms – when we refer to any such term in these Terms and Conditions, we will try and specify where in the Platform Terms you can find the meaning/definition.

### A. About Sudip Sir Classes and the Platform

In India, sudipchakraborty.in is owned, managed, operated and offered by Dr. Sudip Chakraborty. In any jurisdiction other than India, wherever Services are rendered through the Platform, the same is offered by Dr. Sudip Chakraborty.

#### **B. Platform Services**

sudipchakraborty.in is an online service platform to offer educational content in various formats including without limitation audiovisuals, audio, pre-recorded audiovisuals, live audiovisuals and/or in written form in a diverse range of categories through various modes and means ("Content Provider Content") and publish Content to the Learners.

For the purpose of the Platform Terms, usage of the terms "Platform Services" ("Services" shall mean and include all the services referred to in this section and such other products or services as may be offered by Dr. Sudip Chakraborty (sudipchakraborty.in).

You agree and acknowledge that website will have the right at any time to change or discontinue any Service, product, aspect, or feature of the Platform, including its availability and Supported/Compatible device required to access or use the Services. sudipchakraborty.in reserves the right to terminate your Subscription and / or restrict your access to the Platform, if you choose not to provide / partially provide the requested information.

# C. Right to Access and Account Creation

As a Learner, to completely able to access the website and use certain Services, you will be required to register and create an account on the Platform by providing the requested details.

You can register on the website for free however, certain Services offered on the Platform may be chargeable. Please review the Service offerings on our Site or Application(s). You are not obligated to purchase any product or use any Service offered on the Platform.

# **D. Subscription Terms**

For Learners, sudipchakraborty.in does not charge any fee for registration and account creation. However, certain Services offered by Platform may be chargeable. Accordingly, access to certain Services and features is offered by Platform through a multi-tiered paid subscription plan(s) or purchases; the details of the Services and applicable features along with their corresponding prices can be found on our <u>site</u> and/or Application ("Subscription"/ "Subscription Service"). You can purchase Subscriptions by following the instructions you encounter as you navigate through the Platform.

The terms that are applicable to Your purchase of Subscription(s) -

- 1. Purchase of a Subscription will allow you access only to the content available under the category of content for which you have purchased the Subscription.
- 2. The Services offered, and the validity/term of your Subscription ("Subscription Period") may vary depending on the plan you may purchase. Hence, before you proceed to purchase any Subscription, please read and understand the details of the Subscription(s) you intend to purchase on the Platform. If you are unclear about any part of the Subscription offering or need further clarification, then please feel free to write to us prior to your purchase at contact page.
- 3. We may personalize Services and feature them as part of Subscriptions, including showing you recommendations on content in the subscribed category, and other related categories that might be of interest to you. We also endeavor to continuously improve the Subscription offerings to improve your Platform experience.
- 4. Subscription Period may be extended upon renewal of your already purchased Subscription. The terms of renewal, if any, can be found on our <u>site</u> and/or Application. However, please note that the prices may stand revised from the time of your first purchase of the Subscription.
- 5. The Subscription is of a personal nature and is solely for the benefit of the person subscribing and is not allowed to be resold by you or transferred to or shared with any other person for consideration or otherwise. In the event we get to know that any User has resold / transferred / shared Subscription with another person, then Platform retains the right to cancel/terminate the Subscription forthwith.
- 6. Quality of Streaming: The resolution and quality of the content you receive will depend on a number of factors, including the type of Compatible Device on which you are accessing the Content Provider Content and your bandwidth, which may increase or decrease over the course of your viewing. While we strive to provide you a high-quality viewing experience, we make no guarantee as to the resolution or quality of the content you will see when streaming.

# E. Pricing, Payments and Refunds

1. **Pricing and Payments:** You can purchase a Subscription Service of your choice for any category(ies) of content by following instructions on the Platform and making the payment applicable for the Subscription you intend to purchase.

Please read the below terms applicable for the purchase of your content Subscription on the Platform. The below terms are to be read with any other terms communicated to you at the time of purchase of your Subscription:

- a. You agree to pay all Subscription fees and charges that are attributable to your account on the Platform and that you are solely responsible for payment of these fees and charges. The Subscriptions are payable in full and in advance and are valid until the completion of the applicable Subscription Period or until otherwise cancelled or terminated in accordance with the terms of this Agreement.
- b. If you have specifically authorized us, then the payments for the applicable Subscriptions are automatically charged at the beginning of each billing period, unless you withdraw your authorization or submit a cancellation request to us directly through

your account prior to the start of the billing period or in writing via contact <u>page</u>. The payment for your Subscription will be charged upon the anniversary of its billing period if the payments for Subscription are in more than a single tranche. Subject to your specific authorization and applicable laws, you agree that Platform may charge any recurring service to the credit card or debit card or account that you provide/link at the time of your first purchase of the Subscription or as updated by you through your account on the Platform, provided such updation takes place prior to upcoming billing period.

- c. If you have not completed payments for your Subscriptions, we may restrict / suspend your access to the Platform until your account becomes current and paid in full.
- d. We reserve the right to pursue the fee owed to us using collection methods which may include charging other payment methods on file with us and/or retaining collection agencies or legal counsel.
- e. Your payments to sudipchakraborty.in shall be subject to applicable taxes including without limitation Goods and Service Taxes (GST) and Value Added Taxes (VAT) or other similar taxes as may be applicable in your country of residence/from where you have created your account on the Platform/ purchased the underlying Subscriptions.
- f. We reserve the right to change/revise the pricing of the Subscriptions. For existing Subscriptions for which the applicable fees have been already received by us, we will implement the price changes during the next billing period or renewal of the Subscription.
- g. We further reserve the right to offer custom plans and pricing (including discounts and / or special offers) in addition to what is offered on the Platform, which include offering custom billing and payment terms, that are different from our standard terms.
- h. We use third-party payment gateways and/or aggregators to process payments applicable to the Services offered by us. Third-party payment gateway(s) made available to you may vary depending on the Subscription you choose. Similarly, we have also enabled integration of third-party payment providers to facilitate better payment options to you, which may vary depending on your territory or the Subscription you choose. Third-party payment gateways/aggregators and third-party payment providers shall collectively be referred to as "Third-Party Service Providers".

Third-Party Service Providers may also charge you fees to use or access their services and may require your Personal Information to complete any transaction for the Platform. Further, to facilitate completion of your payments to us through the Platform or avail the payment options provided to you, you may be redirected to an external website operated by the Third-Party Service Provider. We cannot and do not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by the Third-Party Service Provider or its respective websites or (ii) control collection or use of your Personal Information by such Third-

Party Service Provider. Hence, prior to using any services offered by a Third-Party Service Provider, we suggest that you read their terms and conditions, privacy policy and other policies, that may apply, to understand their terms of usage and to understand how your Personal information is being processed. Our website is not affiliated to any Third-Party Service Provider and neither sudipchakraborty.in nor any of the Third-Party Service Provider are agents or employees of the other.

Further, pursuant to the payment option you may choose, you may be required to enter into a separate agreement with the relevant Third-Party Service Provider. This agreement with the Third-Party Service Provider is an independent contract/agreement between you and such Third-Party Service Provider and We will in no manner be a party to the same. Our website is only facilitating various payment options to you and is not offering the payment by itself in any manner.

- i. You agree that you are solely responsible for all charges that occur through such Third-Party Service Providers and acknowledge and agree to indemnify, defend, and hold harmless Platform, its licensors, their affiliates, and their respective officers, directors, employees, and agents from any loss arising out of or related to the use of the website or any purchases made through the Platform. This obligation will survive your use of the Platform and termination of your Agreement with us. For purposes of the Platform Terms, "Loss" means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties). Platform shall not be liable to you for any claims arising out of any act or omission on the part of the Third-Party Service Provider(s) including, but not limited to, any lost, stolen, or incorrectly processed payments. sudipchakraborty.in expressly disclaims any responsibility and liability for all services provided by the Third-Party Service Provider(s).
- j. Please note that all Subscription payments are collected by sudipchakraborty.in only through the Platform and not through any third parties (except Third-Party Service Provider(s)). We do not usually authorize any third party (except Third-Party Service Provider(s)) to collect monies on our behalf; however, if we have authorized any third party then such third party will have received a written authorization from sudipchakraborty.in either by way of any agreement or an authorization letter. Kindly verify with such third party before you make any payments to them, alternatively, you can always check with us by writing to us at email address provided under the 'Contact for User Support/Queries' section below.
- k. Further, Platform is solely authorized to offer discounts / offers, if any, on the Subscription prices. These discounts / offers are communicated on the Platform or via direct communication to you from our website via email, SMS, phone, or such other means of communication, and can be availed only through the Platform, unless

otherwise specifically communicated by Platform. Other than sudipchakraborty.in, no person, including without limitation, Content Providers or any third-party platform, are allowed to offer any discounts on the Subscription prices offered on the Platform. Platform shall not be liable for any claims arising from such unauthorized discounts / offers offered by any person (including any third- party platform or Content Provider), other than Platform.

### 2. Cancellation and Refund Policy:

You may cannot cancel your full course fee completely through your account on the Platform. However, in case of subscription services, please note that the cancellation will become effective at the end of the then-current billing period; in other words, we will not renew your Subscription, but the existing Subscription will continue until the end of its billing period and there shall be no refund of the fee already paid for the same, unless otherwise specified in the **Refund Policy**. So, please read these terms and conditions and the Refund Policy carefully before purchasing any Subscription.

When you cancel your Subscription, sudipchakraborty.in may disable access to features made available to you upon your purchase of Subscription, while your account may continue to exist on the Platform.

### F. Use of the Platform

Subject to the Platform Terms, sudipchakraborty.in hereby grants you a non- exclusive, non-transferable, non-sublicensable, limited license to access and use the Platform services for your own personal, non-commercial and private use on an 'as is' basis in accordance with these Terms and Conditions and other Platform Terms.

Subject to payment of the Subscription fee, and your compliance (as a Learner) with all Platform Terms, Website grants you (as a Learner) a non- exclusive, non-transferable, non-sublicensable, limited license, during the applicable Subscription Period, to access and view the content you have subscribed to and attend courses(videos) in association with your Subscription, for personal, non-commercial, private use only, in accordance with the Platform Terms. We may automatically remove your access to the content from your Compatible Device after the end of the Subscription Period or in accordance with any restriction mentioned in the Platform Terms.

#### G. Content and Conduct

1. Furthermore, you confirm that you shall not host, display, upload, modify, publish, transmit, store, update or share any information on the Platform that:

- a. deceives or misleads any User about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- b. impersonates another person;
- c. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- d. 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;
- e. False, inaccurate or misleading;
- f. Contain any viruses, trojan horses, worms, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or Personal Information.
- 2. Your conduct on the Platform shall strictly be in accordance with the User Guidelines and other Platform Terms.
- 3. You understand and confirm that you shall not during your use of the Platform at any time post or publish any content, comments or act in any way which will amount to harassment of any other User. If at any given point it comes to Our notice that you have engaged in any kind of harassment of other Users, then in such a case you agree that We will have the sole right to suspend/terminate your account with immediate effect and without any notice of such suspension or termination and we also reserve the right in our sole discretion to initiate any legal proceedings against you in such cases.
- 4. You shall not engage in any activity that will negatively impact Platform and/or other Users of the Platform, including without limitation, activities that involve screen-recording, screencasting or downloading on any other device of any Content Provider Content (live or recorded) in any manner that is not directly facilitated as feature within the Platform and/or sharing or otherwise publishing such screen-recorded content on third-party platforms, either for a cost or otherwise. If We become aware of your engagement, either by yourself or through a thirdparty, in any such activity, then We will immediately terminate your or such User's access / Subscription along with termination and removal of access to all downloaded content with a right to initiate appropriate legal action, at the sole discretion of our platform.

#### H. Communications

When you visit sudipchakraborty.in, you are communicating with us electronically. You may be required to provide a valid phone number or email while creating any account with us or while enrolling or purchasing any Subscription Service. We may communicate with you by e- mail, SMS, phone call or by posting notices on the Platform or by any other mode of communication. By providing your information you authorize us, its affiliates, and their respective employees, agents, and contractors to initiate electronic communications by email, telephone calls, or such other mode of communication with respect to your use of the Platform and regarding the products and services offered by us and its affiliates. These communications may be made by or on behalf of us, even if your phone number is

registered on any state or federal do not call list. Telephone calls may be recorded. You acknowledge that your telephone operator and/or internet service provider may have levied certain charges on you vis-à-vis your communications with us as it constitutes availing their services, and you agree to be responsible for all such charges, and We will not be responsible for any such charges. Do not submit your information if you do not consent to being contacted by telephone, text, email or such other mode of communication. Further, you will always have an option to unsubscribe / opt out from any promotional communications sent by the Platform and / or its affiliates either by following the relevant instructions that may be communicated via text, email or such other mode of communication in which you received a promotional communication or by disabling the options provided within your account on the Platform.

#### Please note that -

- 1. If you opt out of promotional communications, we may still send you transactional communications, such as service announcements, administrative and legal notices, and information about your account, without offering you the opportunity to opt out of these communications. If you no longer wish to use our Platform or receive any communications from us (except for those that are legally required), then you may delete your account by either writing to us at the contact page of the site; and
- opting out of promotional communications only affects future communications from us. If we have already provided your information to a third party (as stated in our Privacy Policy) before you changed your preferences or updated your information, you may have to change your preferences directly with that third party.
- 3. We do not sell your Personal Information to third parties, and we do not use your name or name of your company in marketing statements without your consent.

Further, in respect of interactions between Users - We are only an intermediary and does not monitor any of the interactions that take place between Users on the Platform, but We have clearly laid out the terms and guidelines a User must follow in their conduct on the website as part of the Platform Terms; and if we receive from any User a complaint of misconduct against you, in any form, or if Platform otherwise deems necessary, we reserve the right to suspend or terminate your access to any the Platform or any part thereof at any time, with or without giving any notice or reason.

# I. Processing of Personal Information

All our collection, processing, sharing and storing of any Personal Information collected from you shall be in accordance with our Privacy Policy. Kindly read the same to understand the security measured undertaken by us to safeguard your Personal Information. Should have any queries in respect of the same, please feel free to right to us at <a href="mailto:contact@sudipchakraborty.in">contact@sudipchakraborty.in</a>.

## J. Intellectual Property and License to Platform Content

Our site and / or its affiliates own all information and materials (in whatever form or media) provided or communicated to you by or on behalf of us including but not limited to, the Platform, illustrations, letters, images, ideas, concepts, the layout, design, flow, look and feel of the Website, logos, marks, graphics, audio files, video files, any software which is owned by or licensed to us and / or its affiliates, the underlying source and object code, instructions embedded in any form of digital documents and other data, information, or material made available to you by us ("Platform Content"). Our Content specifically excludes any content uploaded by the Users, including without limitation, any Content on the Website. Platform Content, including its trademarks, will not be used, modified, or altered by you in any way. You acknowledge and agree that you do not acquire any ownership or rights to our Content or sudipchakraborty.in by use of the Platform. You acknowledge and agree that our Content is protected by the copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and any unauthorize use, reproduction, modification, distribution, transmission, republication, display or performance of our Content and any component thereof is strictly prohibited.

You confirm and undertake not to utilize any data mining tools, robots, or similar data gathering and extraction tools to extract for re-utilization of any substantial parts of this Platform, without our express prior written consent.

## K. Our Rights

In respect of the entire Platform, we reserve the following rights:

- 1. We reserve the right to put on-hold or reject or suspend or terminate your registration on the Platform for the purpose of complying with the legal and regulatory requirements.
- 2. We reserve the right to remove you (including/excluding your data) without notice if you violate any provisions of the Platform Terms.
- 3. We may modify, terminate, or refuse to provide Services at any time for any reason, without notice.
- 4. Notwithstanding anything contrary stated in the Platform Terms, in its sole discretion, we may remove anyone from the Platform at any time for any reason.
- 5. We reserve the right to access your account (including your data) in order to respond to requests for technical support, to maintain the safety and security of the Platform, legal purposes and for other legitimate business purposes, as necessary, in Platform's discretion.
- 6. We have no obligation to monitor any content that appears on the Platform or review any conduct occurring through the Platform, including any interactions between Users, however, if we receive notice or becomes aware of, any violation of the Platform Terms, then, we reserve the right to refuse your access to the Platform, terminate accounts or remove such violating content at any time without notice to you.

## L. Platform Availability

Your access to the Platform may occasionally be suspended or restricted to allow for repairs, maintenance, or due to the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction. You agree that we will not be liable for any losses that may be incurred by you if for any reason all or part of the Platform is unavailable at any time or for any period for use.

#### M. Deletion of Account

As a Learner, you may delete your account at any time by either writing to us at <a href="mailto:contact@sudipchakraborty.in">contact@sudipchakraborty.in</a> or by using the delete option provided within your account on the Platform (if available). If your account is deleted (regardless of the reason), you will no longer has access to your account on the Platform may no longer be available; any deletion once processed is irrecoverable. We are not responsible for the loss of your information upon deletion and We will not be liable to any party in any way for the inability to access Content arising from any deletion. Please note that all accounts will remain active unless you explicitly ask us to delete it, and applicable Subscription payments shall continue to be deducted until cancelled by you or until your account is deleted on your request (as stated in the 'Pricing and Payments' section above) or otherwise terminated in accordance with the Platform Terms

Please note that we may not be able to delete all communications or photos, files, or other documents publicly made available by you on the Platform, however, we shall anonymize your Personal Information (as defined in the Privacy Policy) in such a way that you can no longer be identified as an individual in association with such information made available by you on the Platform. We will never disclose aggregated or de-identified information in a manner that could identify you as an individual.

#### N. Disclaimer:

YOU AGREE THAT THE PLATFORM, CONTENT, AND ALL MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOUR USE OF THE PLATFORM SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR PLATFORM, ITS OWNER, EMPLOYEES DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, PLATFORM EXCLUDES ALL WARRANTIES, CONDITIONS, TERMS OR REPRESENTATIONS ABOUT THE ACCURACY, SECURITY, RELIABILITY, QUALITY, AVAILABILITY OR COMPLETENESS OF THE PLATFORM, OR THE CONTENT OF ANY SITES SO LINKED AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR ANY CONTENT ON THE PLATFORM, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE

TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR ANY OTHER CONTENT THAT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM AS PLATFORM IS STRICTLY AN INTERMEDIARY AS UNDER THE INFORMATION TECHNOLOGY ACT, 2000. PLATFORM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY OR THE PLATFORM ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PLATFORM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF CONTENT OR SERVICES. AS WITH THE PURCHASE OF A SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## O. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PLATFORM, ITS OWNER, EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSSES OR EXPENSES OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY OTHER CONTENT AVAILABLE AT PLATFORM, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORMS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORMS BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY OTHER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED. EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PLATFORM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE UNDERSTAND THAT, IN SOME JURISDICTIONS, WARRANTIES, DISCLAIMERS AND CONDITIONS MAY APPLY THAT CANNOT BE LEGALLY EXCLUDED, IF THAT IS TRUE IN YOUR JURISDICTION, THEN TO THE EXTENT PERMITTED BY LAW, PLATFORM AND ITS AFFILIATES LIMIT THEIR LIABILITY FOR ANY CLAIMS UNDER THOSE WARRANTIES OR CONDITIONS TO SUPPLYING YOU THE PLATFORM AGAIN.

YOU SPECIFICALLY ACKNOWLEDGE THAT PLATFORM SHALL NOT BE LIABLE FOR ANY CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH

THE PLATFORM IS CONTROLLED AND OFFERED BY DR. SUDIP CHAKRABORTY DEPENDING UPON YOUR JURISDICTION. WE MAKE NO REPRESENTATIONS THAT THE PLATFORM IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE PLATFORM FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

## P. Contact for User Support/Queries

For queries relating to Services offered by the Platform, please contact us in <u>contact page</u> or write to us at <u>contact@sudipchakraborty.in</u>.

#### Q. Consumer Grievance

#### **Grievance Officer Details:**

Name: Sudip Chakraborty (Owner of the Platform/Site)

Contact: contact@sudipchakraborty.in.

#### R. Contact Us

If you have concerns or queries regarding the Platform Terms, you may write to us by email at <a href="mailto:contact@sudipchakraborty.in">contact@sudipchakraborty.in</a>.