END USER AGREEMENT

WELCOME TO OUR SITE, **DOUBTCONNECT**, AN ONLINE PLATFORM THAT CONNECTS TUTORS WITH INDIVIDUALS SEEKING DOUBT SOLVING SERVICES

AND OTHER SERVICES RELATED THERETO ("DOUBTCONNECT"), THROUGH

THEIR WEBSITE, ACCESSIBLE AT WWW.DOUBTCONNECT.IN AND THEIR

MOBILE APPLICATION (HEREINAFTER REFERRED TO AS THE "SITE"). DOUBTCONNECT ALLOWS USERS TO RESOLVE THEIR DOUBTS IN THE

RELEVANT SUBJECTS, BY INTERACTING WITH THE TUTORS VIA THE SITE'S INTERFACE OR OTHER METHODS AS MAY BE MADE AVAILABLE BY

DOUBTCONNECT FROM TIME TO TIME.

THE SITE AND THE DOUBTCONNECT ARE PROVIDED BY **DOUBTCONNECT EDTECH PRIVATE LIMITED** AND ARE ELECTRONIC RECORDS IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER, AS

APPLICABLE, AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A

COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRE PUBLISHING THE RULES AND

REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE

OF **WWW.DOUBTCONNECT.IN** WEBSITE.

WE'VE PUT TOGETHER HERE SOME DETAILED TERMS AND CONDITIONS (THE "TERMS") TO CLARIFY EXPECTATIONS AND TO SET OUT OUR RESPECTIVE RIGHTS AND OBLIGATIONS RELATING TO YOUR USE OF THE PLATFORM.

THESE TERMS ALONG WITH OUR PRIVACY POLICY, ARE ALSO A RESOURCE FOR YOU TO GET A DEEPER UNDERSTANDING OF HOW WE USE INFORMATION AND DATA WE COLLECT, AND WHAT YOUR RIGHTS AND OUR OBLIGATIONS ARE WITH RESPECT TO THAT INFORMATION. YOU SHOULD READ AND

UNDERSTAND THEM, AS THEY GOVERN YOUR USE OF THE SITE AND SPECIFY
OUR MUTUAL OBLIGATIONS. BY ACCESSING OR USING ANY PART OF THE
APP/WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL
THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS THE SITE.

ANY NEW FEATURES OR TOOLS WHICH ARE ADDED TO THE CURRENT SITE SHALL ALSO BE

SUBJECT TO THE TERMS. YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AT ANY TIME ON

THIS PAGE. WE RESERVE THE RIGHT TO UPDATE, CHANGE OR REPLACE ANY PART OF THESE TERMS BY POSTING UPDATES AND/OR CHANGES TO OUR

APP/WEBSITE. IT IS YOUR RESPONSIBILITY TO CHECK THIS PAGE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF OR ACCESS TO THE APP/WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES

ACCEPTANCE OF THOSE CHANGES.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.

1. **DEFINITIONS**

"DOUBTCONNECT", "WE", "US", "OUR", AND SIMILAR TERMS REFER TO DOUBTCONNECT EDTECH PRIVATE LIMITED, WHICH IS AN ONLINE PLATFORM THAT CONNECTS TUTORS WITH INDIVIDUALS SEEKING DOUBT SOLVING SERVICES AND OTHER SERVICES RELATED THERETO, THROUGH THEIR WEBSITE, ACCESSIBLE AT www.doubtconnect.in AND THEIR MOBILE APPLICATION.

""END USER", YOU," "YOUR," "USER", AND SIMILAR TERMS REFERS TO END USERS OF OUR PLATFORM WHO ARE PERSONS WHO SEEKS AND/OR SCHEDULES SERVICES FOR A STUDENT OR FOR HIS OR HERSELF (E.G., A STUDENT. PARENT OR GUARDIAN)

"SITE", "WEBSITE" OR "PLATFORM" REFER TO OUR WEBSITE AT

WWW.DOUBTCONNECT.IN. AND ANY EXTENSIONS, SOFTWARE OR ADD-ONS PROVIDED BY

US FOR USE WITH THE DOUBTCONNECT OR SUCH OTHER

WEBSITE(S) OR MOBILE APPLICATIONS DESIGNATED BY US. USERS OF THE PLATFORM CAN

ACCESS THE PLATFORM VIA ANY INTERNET BROWSER;

THESE ARE THE MINIMUM REQUIREMENTS TO CREATE AN ACCOUNT ON

THE WEB SITE WWW.DOUBTCONNECT.IN, OR ITS MOBILE APPLICATION, AND

TO AVAIL THE SERVICES THEREOF.

"DOUBT" MEANS AND INCLUDES ANY QUESTION/ DOUBT ASKED BY A USER (IN ANY RELEVANT SUBJECT) ON THE SITE.

"INTELLECTUAL PROPERTY" INCLUDES WITHOUT LIMITATION, CREATIONS, DISCOVERIES, INVENTIONS, IMPROVEMENTS, KNOW HOW, TRADE OR BUSINESS SECRETS; TRADEMARKS, SERVICE MARKS, DOMAIN NAMES, DESIGNS, UTILITY MODELS, TOOLS, DEVICES, MODELS, METHODS, PATENTS, COPYRIGHT (INCLUDING ALL COPYRIGHT IN ANY DESIGNS AND

ANY MORAL RIGHTS), DESIGN RIGHT, PROCEDURES, PROCESSES, SYSTEMS, PRINCIPLES, ALGORITHMS, WORKS OF AUTHORSHIP, SITE, FLOWCHARTS, DRAWINGS, BOOKS, PAPERS, MODELS, SKETCHES, FORMULAS, ELECTRONIC CODES, PROPRIETARY TECHNIQUES, RESEARCH PROJECTS, AND OTHER CONFIDENTIAL AND PROPRIETARY INFORMATION, COMPUTER PROGRAMMING CODE, DATABASES, SESSIONS, MATERIAL/ SOLUTIONS FORMULATED BY THE TUTOR, SOFTWARE PROGRAMS, DATA, DOCUMENTS, INSTRUCTION MANUALS, RECORDS, MEMORANDA, NOTES, USER GUIDES; IN EITHER PRINTED OR MACHINE-READABLE FORM, WHETHER OR NOT COPYRIGHTABLE OR PATENTABLE, OR ANY WRITTEN OR VERBAL INSTRUCTIONS OR COMMENTS.

"USER CONTENT" MEANS ANY POST, UPLOAD, EMBED, DISPLAY, COMMUNICATE, LINK TO, EMAIL OR OTHERWISE DISTRIBUTE OR PUBLISH ANY REVIEW, PROBLEM, SUGGESTION, IDEA, SOLUTION, QUESTION, ANSWER, CLASS NOTES, COURSE OUTLINE BIBLIOGRAPHIC AND CITATION

INFORMATION COMMENT, FEEDBACK, MESSAGE, IMAGE, VIDEO, TEXT,
PROFILE DATA OR OTHER MATERIAL SUBMITTED ON THE DOUBTCONNECT PLATFORM.

"TUTOR" MEANS AN INDIVIDUAL ENGAGED IN THE PROFESSION OF TEACHING AND HAS REPRESENTED AND WARRANTED TO DOUBTCONNECT THAT HE HAS THE NECESSARY QUALIFICATIONS, EXPERTISE, EXPERIENCE, AND SKILL WITH RESPECT TO ACTIVITIES RELATED TO TEACHING AND

RESOLVING DOUBTS IN THE SUBJECT(S),

"TERMS" OR "AGREEMENT" REFERS TO THESE TERMS THIS END USER AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME BY US.

1. ACCEPTANCE OF TERMS OF SERVICE

1.1. THESE TERMS, WHICH INCLUDE OUR PRIVACY POLICY, ARE A BINDING LEGAL AGREEMENT AND GOVERN YOUR USE OF THE SITE, INCLUDING ALL FEATURES AND FUNCTIONALITIES, APPLICATIONS, UPDATES, NOTIFICATIONS AND OUR USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. BY CHECKING THE "I ACCEPT THE TERMS & CONDITIONS" BOX DURING THE

REGISTRATION OR BY DOWNLOADING THE BROWSER EXTENSION, USING, VISITING, OR BROWSING ON THE SITE, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE,

AND YOU SHOULD NOT USE, DOUBTCONNECT'S PLATFORM.

- 1.2. PLEASE NOTE THAT THESE TERMS MAY CHANGE FROM TIME TO TIME. WE WILL POST ANY CHANGES TO OUR TERMS ON OUR WEBSITE AND, IF THE CHANGES ARE MATERIAL, WE WILL PROVIDE A MORE PROMINENT NOTICE (SUCH AS AN EMAIL NOTIFICATION). WHEN WE UPDATE THE TERMS, WE WILL NOTE THE DATE OF ITS MOST RECENT REVISION.
- 1.3. YOUR CONTINUED ACCESS TO OR USE OF THE PLATFORM, AFTER WE HAVE POSTED CHANGES TO THE TERMS AS SET FORTH ABOVE AND HAVE OTHERWISE COMPLIED WITH THE APPLICABLE LAWS REGARDING CHANGES IN THE NOTICE, WILL INDICATE THAT YOU AGREE TO BE BOUND BY SUCH CHANGES. IF YOU DO NOT AGREE WITH SUCH CHANGES, YOU SHOULD CEASE ACCESSING OR USING THE PLATFORM AND DELETE YOUR ACCOUNT.
- 1.4. THIS SITE, INCLUDING ALL MATERIALS PRESENT (EXCLUDING ANY APPLICABLE THIRD-PARTY MATERIALS), IS THE INTELLECTUAL PROPERTY OF **DOUBTCONNECT EDTECH PRIVATE LIMITED** AND IS PROTECTED UNDER INTELLECTUAL PROPERTY LAWS. YOU HEREBY AGREE TO COMPLY WITH ALL COPYRIGHT LAWS. DOUBTCONNECT EDTECH PRIVATE LIMITED DOES NOT GRANT ANY EXPRESS OR IMPLIED RIGHTS UNDER ANY PATENTS, TRADEMARKS, COPYRIGHTS OR TRADE SECRET INFORMATION.
- 1.5. WHEN YOU ACCESS ANY SERVICES PROVIDED BY US THROUGH THE PLATFORM INCLUDING, BUT NOT LIMITED TO, USER COMMENTS AND SOCIAL ACTIONS, YOU WILL BE SUBJECT TO THE RULES, GUIDELINES, POLICIES, TERMS AND CONDITIONS APPLICABLE TO SUCH SERVICES AND THEY SHALL BE DEEMED INCORPORATED INTO THIS AGREEMENT AND CONSIDERED A PART AND PARCEL OF THIS AGREEMENT. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THIS AGREEMENT AT ANY TIME AND WITHOUT ANY PRIOR WRITTEN NOTICE TO YOU. IT IS YOUR RESPONSIBILITY TO REVIEW THE END USER AGREEMENT PERIODICALLY FOR UPDATES/CHANGES. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE CHANGES WILL MEAN THAT YOU ACCEPT

AND AGREE TO THE REVISIONS. AS LONG AS YOU COMPLY WITH THIS AGREEMENT, WE GRANT YOU A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, AND LIMITED PRIVILEGE TO ENTER AND USE

THE WEBSITE.

2. USER ELIGIBILITY

USE OF THE WEBSITE IS AVAILABLE ONLY TO PERSONS WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER INDIAN CONTRACT ACT, 1872.

PERSONS WHO ARE "INCOMPETENT TO CONTRACT" WITHIN THE MEANING OF THE INDIAN CONTRACT ACT, 1872 INCLUDING MINORS, UN-DISCHARGED INSOLVENTS ETC. ARE NOT ELIGIBLE TO USE THE WEBSITE. IF YOU ARE A MINOR I.E. UNDER THE AGE OF 18 YEARS, YOU SHALL NOT REGISTER AS A USER OF THE WEBSITE AND SHALL NOT USE THE WEBSITE. AS A MINOR IF YOU WISH TO USE THE WEBSITE, SUCH USE MAY BE MADE BY YOUR LEGAL GUARDIAN OR PARENTS ON THE WEBSITE. IF YOU ARE BELOW AGE OF 18. YOU CAN USE THE SITE OR SERVICES ONLY IN CONJUNCTION WITH, AND UNDER THE SUPERVISION OF, YOUR PARENT OR GUARDIAN WHO HAS AGREED TO THE TERMS. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THE AGE OF 18, YOU MAY USE THE SITE OR SERVICES ON BEHALF OF SUCH MINOR CHILD. BY USING THE SITE OR SERVICES ON BEHALF OF A MINOR CHILD, YOU REPRESENT AND WARRANT THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF SUCH CHILD. IF YOU DO NOT QUALIFY UNDER THESE TERMS, DO NOT USE THE SITE OR SERVICES. DOUBTCONNECT RESERVES THE RIGHT TO TERMINATE YOUR SUBSCRIPTION AND / OR REFUSE TO PROVIDE YOU WITH ACCESS TO THE SITE IF IT IS BROUGHT TO DOUBTCONNECT'S NOTICE OR IF IT IS DISCOVERED THAT YOU ARE UNDER THE AGE OF 18 YEARS AND YOUR LEGAL GUARDIAN HASN'T PROVIDED A CONSENT FOR THE SAME.

3. USE OF THE DOUBTCONNECT'S PLATFORM

3.1. <u>USER ACCOUNT:</u> A STUDENT OR PARENT UNDERTAKING TO REGISTER ON THE PLATFORM, SHOULD ALWAYS USE ACCURATE AND CURRENT INFORMATION ABOUT HIMSELF/HERSELF - INCLUDING NAME, EMAIL ID, MOBILE NUMBER ETC, AND ADHERE TO THE GUIDELINES AS MANDATED BY DOUBTCONNECT.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND USE OF DOUBTCONNECT'S SERVICES IF WE BELIEVE ANY

INFORMATION YOU HAVE PROVIDED DURING THE REGISTRATION PROCESS IS INACCURATE.

WE RESERVE THE RIGHT TO ESTABLISH FEES FOR USE OF DOUBTCONNECT'S SERVICES AT ANY TIME OR TO CHARGE ADDITIONAL FEES FOR PREMIUM SERVICES, DATA

ACCESS OR ADDITIONAL FUNCTIONALITY. YOU WILL BE NOTIFIED, THROUGH DOUBTCONNECT AND/OR UTILIZING THE INFORMATION YOU PROVIDED WHEN CREATING YOUR ACCOUNT, IN THE EVENT A FEE WILL APPLY.

- 3.2. DOUBTCONNECT TRIES ITS BEST TO OPTIMIZE THEIR SERVICES FOR THE USERS. USERS WILL POST THEIR DOUBT ON THE DOUBTCONNECT PLATFORM AND BY RESPONDING TO THE RAISED DOUBT, THE USER WILL BE OFFERED OPTIONS OF 3 TUTORS' SERVICES, CONSISTING THEIR EXPERIENCE AND PROFESSIONAL BIOGRAPHY. THE USER MAY CHOOSE THE TUTOR WHO SEEMS THE MOST SUITABLE AGAINST THE RAISED DOUBT. DURING THE SESSION, THE TUTOR WILL PROVIDE CONTENT TO RESOLVE THE DOUBT AND EXPLAIN IT TO THE USER DILIGENTLY. AS SOON AS THE DOUBT HAS BEEN RESOLVED, THE TUTOR WILL INITIATE AN 'END OF SESSION REQUEST' TO THE USER. IF THE USER ACCEPTS IT, IT WILL BE PERCEIVED THAT THE RAISED DOUBT HAS BEEN RESOLVED AND THE SESSION IS ENDED ON A SATISFACTORY NOTE. IF THE USER DECLINES THE 'END OF SESSION REQUEST', IT WILL BE PERCEIVED THAT THE DOUBT RAISED HASN'T BEEN RESOLVED YET AND THE SESSION SHALL BE CONTINUED.
- **3.3.** IN THE EVENT THE USER'S DOUBT HAS NOT BEEN RESOLVED EVEN AFTER A PROLONGED SESSION OR THE USER DOES NOT FIND THE TUTOR'S SERVICES TO BE SATISFACTORY, THE USER MAY RAISE A TICKET TO REPEAT A SESSION ON THE SAME DOUBT, WITH SUCH SESSION SUBJECT TO DOUBTCONNECT'S DISCRETION.
- **3.4.** <u>USER RIGHTS:</u> THE USER'S RIGHTS ON THE DOUBTCONNECT PLATFORM CONSIST THE FOLLOWING, SUBJECT TO THE RIGHTS GIVEN TO THE USER IN THE <u>PRIVACY POLICY</u>:
 - **3.4.1.**THE RIGHT TO HAVE QUESTIONS ABOUT DIGITAL OR REMOTE ACADEMIC WORK "ANSWERED CLEARLY AND PROMPTLY";
 - **3.4.2.** THE RIGHT TO RAISE A TICKET FOR A REPETITIVE SESSION OR REFUND IN CASE OF NON-SATISFACTION OR DISPUTE BY THE SERVICES OF DOUBTCONNECT'S TUTOR.
 - **3.4.3.**THE RIGHT TO ACCESS PREVIOUSLY SOLVED DOUBTS AND QUERIES BY DOUBTCONNECT ON ITS PLATFORM;

- 3.5. USER OBLIGATIONS: YOUR USE OF DOUBTCONNENT'S SERVICES SHALL BE SOLELY FOR YOUR OWN EDUCATIONAL AND ACADEMIC USE. YOU WILL COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH YOUR USE OF THE DOUBTCONNECT'S PLATFORM. YOU WILL NOT ATTEMPT TO CIRCUMVENT OR VIOLATE ANY SECURITY FEATURE OF DOUBTCONNECT, INCLUDING ACCESSING ANY FEATURES, INTERACTIVE AREAS, INFORMATION OR PROFILES FOR WHICH YOU DO NOT HAVE PERMISSION OR OTHER CONTENT, OR INFORMATION NOT INTENDED FOR YOU. THE USER SHALL BE LIABLE FOR ANY MISCONDUCT AGAINST THE DOUBTCONNECT'S TUTOR AND SHALL BE REQUIRED TO IMMEDIATELY LEAVE THE SESSION AND SHALL NOT BE GRANTED ANY REFUND FOR SUCH INCOMPLETE SESSION.
- **3.6.** ALL USERS ARE RESPONSIBLE FOR THEIR OWN USE OF DOUBTCONNECT'S PLATFORM.
 AS PART OF YOUR USE OF
 DOUBTCONNECT'S SERVICES, YOU AGREE THAT YOU WILL NOT:
 - 1.1.1.INTERFERE WITH, OR ATTEMPT TO INTERFERE WITH, THE NORMAL OPERATIONS OF THE DOUBTCONNECT OR ANY OTHER USER'S USE OF DOUBTCONNECT'S PLATFORM, INCLUDING BY OVERLOADING, FLOODING, SPAMMING OR CRASHING THE DOUBTCONNECT PLATFORM OR ITS UNDERLYING SYSTEMS OR BY ALTERING ANY PROFILE, REVIEWS OR OTHER INFORMATION PROVIDED BY ANY USER;
 - **1.1.2.**POST, SHARE, LINK TO OR SUBMIT ANY CONTENT OR MATERIAL THAT IS LIBELLOUS, DEFAMATORY, INVASIVE OF PRIVACY OR PUBLICITY RIGHTS, VULGAR, PROFANE, INDECENT, OBSCENE, SEXUALLY EXPLICIT OR EXPLOITATIVE;
 - **1.1.3.** USE THE DOUBTCONNECT'S PLATFORM TO HARASS, BULLY,

 THREATEN, HUMILIATE, STALK OR OTHERWISE INTIMIDATE ANY OTHER

 DOUBTCONNECT USER OR ANY THIRD PARTY;
 - **1.1.4.**POST, SHARE, LINK TO OR SUBMIT ANY CONTENT OR MATERIAL THAT CONSTITUTES HATE SPEECH, PROMOTES VIOLENCE AGAINST ANY GROUP OR PERSON OR IS OTHERWISE OBJECTIONABLE;
 - **1.1.5.**POST, SHARE, LINK TO OR SUBMIT ANY CONTENT OR MATERIAL THAT IS FRAUDULENT, FALSE, MISLEADING OR DECEPTIVE;

- **1.1.6.**POST, SHARE OR DISCLOSE ANY PERSONALLY IDENTIFIABLE INFORMATION REGARDING ANY USERS;
- **1.1.7.**IMPERSONATE OR FALSELY SUGGEST OR CLAIM AN AFFILIATION WITH ANY OTHER PERSON OR ENTITY;
- **1.1.8.** SEEK TO MONETIZE DOUBTCONNECT'S PLATFORM, INCLUDING BY PROVIDING REVIEWS OR ENDORSEMENTS FOR PAYMENT OR OTHER CONSIDERATION FROM ANY TECHNOLOGY PROVIDER OR OTHER THIRD PARTY;
- **1.1.9.**VIOLATE OR CIRCUMVENT YOUR DOUBTCONNECT'S POLICIES, INCLUDING THE DOUBTCONNECT'S HONOR CODE;
- **1.1.1.**COLLECT, STORE OR ANALYSE INFORMATION ABOUT OTHER DOUBTCONNECT USERS, EXCEPT AS AUTHORIZED BY SUCH USER;
- 1.1.2. EXPOSE DOUBTCONNECT TO ANY CIVIL OR CRIMINAL LIABILITY; OR
- **1.1.3.**VIOLATE ANY APPLICABLE LAW OR ENCOURAGE CONDUCT THAT WOULD CONSTITUTE A CRIMINAL OFFENSE;
- 1.1. EACH DOUBTCONNECT USER IS RESPONSIBLE FOR THE CONTENT THAT SUCH USER UPLOADS, SHARES, POSTS, LINKS TO OR OTHERWISE MAKES AVAILABLE VIA THE PLATFORM INCLUDING ALL REVIEWS ("USER CONTENT"). FOR CLARITY, USER CONTENT DOES NOT INCLUDE INFORMATION THAT IS PROVIDED VIA THE BROWSER EXTENSION. IN ORDER FOR DOUBTCONNECT TO PROVIDE SERVICES, YOU ALSO GRANT TO US A PERPETUAL, IRREVOCABLE, ROYALTY-FREE, NON-EXCLUSIVE, WORLDWIDE RIGHT AND LICENSE TO USE, REPRODUCE, MODIFY, DISTRIBUTE, PERFORM, DISPLAY AND TRANSMIT YOUR USER CONTENT AS NECESSARY FOR PROVISION OF THE DOUBTCONNECT.
- **1.2.** WE RESERVE THE RIGHT, BUT NOT OBLIGATION, TO REVIEW OR MONITOR ANY USER CONTENT OR USE OF THE DOUBTCONNECT PLATFORM AND MAY REMOVE OR RESTRICT ACCESS TO ANY USER CONTENT THAT SEEMS TO BE INAPPROPRIATE, IN

VIOLATION OF THESE TERMS OR APPLICABLE LAW. WE CANNOT AND DO NOT GUARANTEE

THAT YOU, AS A USER, WILL NOT BE EXPOSED TO CONTENT YOU FIND OBJECTIONABLE OR OFFENSIVE AND YOU WAIVE ANY RIGHT TO DAMAGES RELATING TO SUCH CONTENT. IF WE BELIEVE ANY USER

CONTENT IS IN VIOLATION OF ANY APPLICABLE LAW, WE RESERVE THE RIGHT TO REPORT SUCH USER CONTENT AND INFORMATION REGARDING THE USER TO THE APPROPRIATE LEGAL AUTHORITIES. YOU UNDERSTAND AND AGREE THAT WE CANNOT CONTROL HOW OTHER USERS MAY USE THE PLATFORM, INCLUDING POSTING OF OFFENSIVE USER CONTENT, OR USE OR SHARE YOUR USER CONTENT (ON THE PLATFORM OR OTHERWISE) AND RELEASE US FROM ALL LIABILITY ARISING FROM ANY OTHER USER'S ACTS.

4. PAYMENTS AND PAYMENT PROCESSING

4.1. DOUBTCONNECT MAY REQUIRE USERS OF THE SERVICES TO PROVIDE A VALID METHOD OF PAYMENT (E.G., CREDIT OR DEBIT CARD, PAYTM ACCOUNT, ETC.) TIED TO AN ACCOUNT AT A BANK WHEN THEY

REGISTER FOR AN ACCOUNT (TO ENSURE USERS ARE ABLE TO MAKE

APPLICABLE PAYMENTS TO DOUBTCONNECT) OR UPON DOUBTCONNECT SERVICES. IF A METHOD OF PAYMENT IS REQUIRED, YOU ARE RESPONSIBLE FOR ENSURING THAT A VALID METHOD OF PAYMENT IS ASSOCIATED WITH YOUR DOUBTCONNECT ACCOUNT AT

ALL TIMES (EITHER THE ORIGINAL METHOD OF PAYMENT OR A REPLACEMENT).

4.2. WHERE YOUR BILLING ADDRESS IS REQUESTED, YOU MUST PROVIDE THE ADDRESS AND PHONE NUMBER YOUR BANK HAS ON RECORD, AS WELL AS THE CARD'S SECURITY CODE, I.E. CVV. DOUBTCONNECT WILL MAKE REASONABLE EFFORTS TO PROCESS YOUR TRANSACTIONS IN A TIMELY MANNER, BUT WE MAKE NO GUARANTEES REGARDING THE

PROCESSING TIME FOR CHARGES. DOUBTCONNECT MAY STORE YOUR METHOD OF PAYMENT AND YOU HEREBY ACKNOWLEDGE AND AGREE

THAT DOUBTCONNECT MAY CHARGE YOU FOR, AND YOU WILL PAY

FOR, ANY CHARGES SPECIFIED FOR THE SERVICES.

5. THIRD-PARTY LINKS, CONTENT AND APPLICATIONS

THERE MAY BE LINKS ON THE DOUBTCONNECT'S PLATFORM, OR FROM COMMUNICATIONS YOU RECEIVE FROM DOUBTCONNECT, TO THIRD-PARTY WEB SITES OR ONLINE FEATURES. DOUBTCONNECT'S PLATFORM ALSO MAY INCLUDE THIRD-PARTY CONTENT THAT WE DO NOT CONTROL, MAINTAIN OR ENDORSE. FUNCTIONALITY ON THE DOUBTCONNECT SERVICES MAY ALSO PERMIT INTERACTIONS BETWEEN THE SERVICES AND A THIRD-PARTY WEB SITE OR ONLINE FEATURE, INCLUDING APPLICATIONS THAT CONNECT THE SERVICES OR YOUR PROFILE ON THE SERVICES WITH A THIRD-PARTY SITE. FOR EXAMPLE, THE SITE MAY INCLUDE A BUTTON ENABLING YOU TO INDICATE, ON YOUR SOCIAL NETWORKING PAGE, THAT YOU "LIKE" A SPECIFIC PRODUCT ON THE SERVICES, OR A FEATURE THAT LETS YOU POST TO YOUR SOCIAL NETWORKING PAGE A LINK TO A SPECIFIC PRODUCT OR THE ABILITY TO SHARE CONTENT FROM THE SERVICES OR YOUR USER CONTENT WITH A THIRD-PARTY, WHICH MAY BE PUBLICLY POSTED ON THAT THIRD-PARTY'S WEB SITE. USING THIS FUNCTIONALITY TYPICALLY REQUIRES YOU TO LOGIN TO YOUR ACCOUNT ON THE THIRD-PARTY WEBSITE. WE DO NOT CONTROL ANY OF THESE THIRD-PARTY SITES OR ANY OF THEIR CONTENT. NEITHER DOUBTCONNECT NOR ITS SERVICE PROVIDERS ARE RESPONSIBLE FOR THE PRACTICES OF ANY THIRD-PARTY. ACCORDINGLY, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM THIRD-PARTY SITES OR ONLINE FEATURES AND ANY RELIANCE

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH SUCH THIRD-PARTIES FOUND THROUGH THE SERVICES INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY.

PLACED BY YOU ON SUCH MATERIALS IS AT YOUR OWN RISK.

6. PRIVACY

ANY PERSONAL INFORMATION SUBMITTED THROUGH THE PLATFORM IS SUBJECT TO OUR PRIVACY POLICY, THE TERMS OF WHICH ARE INCORPORATED HEREIN. PLEASE REVIEW OUR PRIVACY POLICY TO UNDERSTAND OUR PRACTICES. THE DATE OF ANY CHANGES TO OUR PRIVACY POLICY WILL BE CLEARLY STATED WITHIN THE POLICY. WE MAY SEND YOU NOTIFICATIONS ABOUT NEW PLATFORM FEATURES, EDUCATIONAL TOOLS FOR EVALUATION, SPECIAL OFFERS, PROMOTIONAL ANNOUNCEMENTS AND CUSTOMER SURVEYS VIA EMAIL, NOTIFICATIONS WITHIN THE PLATFORM, TEXT MESSAGE OR OTHER METHODS. YOU MAY OPT-OUT FROM RECEIVING FUTURE MARKETING OR PROMOTIONAL MATERIALS FROM DOUBTCONNECT BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ELECTRONIC COMMUNICATION. EVEN AFTER OPTING OUT OF FUTURE

MARKETING OR PROMOTIONAL COMMUNICATIONS, YOU MAY STILL RECEIVE LEGAL OR TECHNICAL COMMUNICATIONS FROM US RELATING TO THE PLATFORM. BY USING THE DOUBTCONNECT, YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS FROM US REGARDING THE DOUBTCONNECT.

7. INTELLECTUAL PROPERTY

- 1.1. OWNERSHIP: AS BETWEEN YOU AND DOUBTCONNECT, INCLUDING ALL CONTENT, GRAPHICS, AUDIO, VIDEO, PICTURES, TRADEMARKS, PLATFORM MARKS, LOGOS AND OTHER MATERIAL ON THE DOUBTCONNECT'S PLATFORM, AND ITS UNDERLYING SOFTWARE, ALGORITHMS, DATABASES, LOOK AND FEEL AND ARRANGEMENT, ARE THE INTELLECTUAL PROPERTY OF DOUBTCONNECT, SUBJECT TO COPYRIGHT AND OTHER INTELLECTUAL PROPERTY PROTECTIONS. FOR CLARITY, YOU UNDERSTAND THAT ALL REPORTS GENERATED BY DOUBTCONNECT UTILIZING THE DATA FROM THE PLATFORM SHALL REMAIN THE PROPERTY OF DOUBTCONNECT. THE DOUBTCONNECT MARK AND LOGO ARE THE TRADEMARKS OF DOUBTCONNECT EDTECH PRIVATE LIMITED. ALL RIGHTS IN AND TO OUR WEBSITE, THE DOUBTCONNECT PLATFORM AND THE SERVICES NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY US. WE GRANT YOU AND YOU ACCEPT A NON-EXCLUSIVE, NON-TRANSFERABLE RIGHT TO USE THE DOUBTCONNECT PLATFORM SOLELY FOR YOUR OWN USE AND IN ACCORDANCE WITH THIS AGREEMENT.
- 1.2. <u>RESTRICTIONS.</u> YOU MAY NOT USE ANY INFORMATION PROVIDED ON OR THROUGH THE DOUBTCONNECT PLATFORM FOR ANY COMMERCIAL PURPOSE INCLUDING BY SELLING, BUYING, DISTRIBUTING, REPOSTING OR LICENSING ANY INFORMATION OR MATERIALS YOU MAY OBTAIN THROUGH USE OF THE DOUBTCONNECT PLATFORM, INCLUDING REVIEWS AND OTHER USER CONTENT. YOU MAY NOT USE ANY PAGE-SCRAPER, SPIDER, ROBOT OR OTHER AUTOMATIC DEVICE OR METHODOLOGY TO ACCESS, ACQUIRE, COPY OR MONITOR ANY

CONTACTS OR CONTENT PROVIDED ON OR THROUGH THE PLATFORM. YOU MAY NOT COPY, REPUBLISH, MIRROR, TRANSMIT, PERFORM, SELL OR DISTRIBUTE ANY PART OF THE DOUBTCONNECT PLATFORM, REVIEWS OR USER CONTENT FOR ANY COMMERCIAL OR OTHER PURPOSE OR OTHER THAN AS EXPRESSLY PERMITTED HEREIN. YOU MAY NOT ALTER, MODIFY OR CREATE DERIVATIVE WORKS OF THE SOFTWARE OR PLATFORM AND SHALL NOT ACCESS OR ATTEMPT TO ACCESS, REVERSE ENGINEER, DECOMPILE OR OTHERWISE DISCOVER THE SOURCE CODE OF THE SOFTWARE. YOU WILL NOT USE OR ACCESS THE DOUBTCONNECT PLATFORM IN ORDER TO DEVELOP ANY COMPETING PRODUCT OR PLATFORM OR TO CONDUCT BENCHMARKING TESTS.

8. TERMINATION

DOUBTCONNECT MAY AT ANY TIME CEASE TO CONTINUE AN OPERATING PART OR ALL OR SELECTIVELY DISABLE CERTAIN ASPECTS OF THE PLATFORM. YOU MAY CEASE USING THE PLATFORM AT ANY TIME; PROVIDED THAT YOU ACKNOWLEDGE AND AGREE THAT ALL USER CONTENT POSTED BY YOU PRIOR TO SUCH TIME WILL CONTINUE TO BE AVAILABLE ON AND THROUGH THE PLATFORM. WE MAY TERMINATE YOUR USE OF THE DOUBTCONNECT SERVICES IF YOU VIOLATE THESE TERMS, WITH OR WITHOUT PRIOR NOTICE TO YOU.

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

- 1.1. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- 1.2. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.
- 1.3. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.
- 1.4. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE DELIVERED TO YOU THROUGH DOUBTCONNECT ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.
- 1.5. IN NO CASE SHALL DOUBTCONNECT, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM

RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

10. INDEMNIFICATION

- 1.6. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU

 AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DOUBTCONNECT FROM

 AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGES, JUDGMENTS, CLAIMS,

 DEMANDS, COSTS, INVESTIGATIONS, SETTLEMENTS, AND EXPENSES (INCLUDING,

 WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES ARISING OUT OF OR

 DIRECTLY OR INDIRECTLY RELATING TO:
- 1.6.1.YOUR USER CONTENT;
- 1.6.2. YOUR USE OF THE SERVICES OR ACTIVITIES IN CONNECTION WITH THE SERVICES;
- 1.6.3. YOUR BREACH OR ANTICIPATORY BREACH OF THIS AGREEMENT;
- 1.6.4.YOUR VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES, OR ORDERS OF ANY GOVERNMENTAL
- AND QUASI-GOVERNMENTAL AUTHORITIES, INCLUDING, WITHOUT LIMITATION, ALL REGULATORY, ADMINISTRATIVE AND LEGISLATIVE AUTHORITIES;
- 1.6.5.INFORMATION OR MATERIAL TRANSMITTED THROUGH YOUR COMPUTER, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES, VIOLATES OR MISAPPROPRIATES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON;
- 1.6.6.ANY MISREPRESENTATION MADE BY YOU; OR
- 1.7. DOUBTCONNECT'S USE OF YOUR INFORMATION OR USER CONTENT AS PERMITTED UNDER THIS END USER AGREEMENT, THE PRIVACY POLICY,

OR ANY OTHER WRITTEN AGREEMENT BETWEEN YOU AND DOUBTCONNECT. YOU WILL COOPERATE AS FULLY REQUIRED BY THE DOUBTCONNECT IN THE DEFENCE OF ANY CLAIM. DOUBTCONNECT RESERVES THE RIGHT TO ASSUME EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER, OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF A DULY AUTHORIZED EMPLOYEE OF DOUBTCONNECT. THESE INDEMNITY OBLIGATIONS SHALL

SURVIVE ANY EXPIRATION OR TERMINATION OF YOUR RELATIONSHIP WITH DOUBTCONNECT.

11. MISCELLANEOUS PROVISIONS

1.1. SEVERABILITY

IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS DETERMINED TO BE UNLAWFUL, VOID OR UNENFORCEABLE, SUCH

PROVISION SHALL NONETHELESS BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE UNENFORCEABLE PORTION SHALL BE DEEMED TO BE SEVERED FROM THE AGREEMENT, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OTHER REMAINING PROVISIONS.

1.2. ENTIRE AGREEMENT

THE FAILURE OF US TO EXERCISE OR ENFORCE ANY RIGHT OR PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION.

THESE CLAUSES AND ANY POLICIES OR OPERATING RULES POSTED BY US ON THIS SITE CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN YOU AND US AND GOVERN YOUR USE OF THE PLATFORM, SUPERSEDING ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS, COMMUNICATIONS, AND PROPOSALS, WHETHER ORAL

OR WRITTEN, BETWEEN YOU AND US. ANY AMBIGUITIES IN THE INTERPRETATION OF THE AGREEMENT SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY.

1.3. **GOVERNING LAW**

1.3.1.THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF INDIA. SUBJECT TO CLAUSE 11.3.2, THE COURTS AT MUMBAI SHALL HAVE

THE EXCLUSIVE JURISDICTION OVER ANY MATTER RELATING TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT.

1.3.2.<u>ARBITRATION</u>: IF ANY DISPUTE OR DIFFERENCE OF ANY KIND WHATSOEVER SHALL ARISE AMONGST THE CONCERNED PARTIES

IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE CONCERNED PARTIES SHALL SEEK TO RESOLVE ANY SUCH DISPUTE BY MUTUAL CONSULTATION AND NEGOTIATION IN GOOD FAITH. IN THE EVENT, THE CONCERNED PARTIES ARE UNABLE TO, WITHIN 30 (THIRTY) DAYS, REACH A RESOLUTION, SUCH DISPUTE SHALL BE REFERRED TO FINAL AND BINDING ARBITRATION UNDER THE (INDIAN) ARBITRATION AND CONCILIATION ACT, 1996.

SUCH ARBITRATION SHALL BE HELD IN MUMBAI, INDIA. ALL PROCEEDINGS OF SUCH ARBITRATION SHALL BE IN THE ENGLISH LANGUAGE. A SOLE ARBITRATOR SHALL BE MUTUALLY APPOINTED BY THE PARTIES. THE AWARD PRONOUNCED BY THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING UPON THE CONCERNED PARTIES.

1.4. CHANGES TO THE TERMS OF THIS END USER AGREEMENT

YOU CAN REVIEW THE MOST CURRENT VERSION OF THE END USER
AGREEMENT AT ANY TIME AT THIS PAGE. DOUBTCONNECT RESERVE THE RIGHT, AT
OUR SOLE DISCRETION, TO UPDATE, CHANGE OR REPLACE ANY PART OF THESE TERMS
OF END USER AGREEMENT BY POSTING UPDATES AND CHANGES TO OUR WEBSITE. IT
IS END USER'S RESPONSIBILITY TO CHECK OUR WEBSITE PERIODICALLY FOR CHANGES.
END USER'S CONTINUED USE OF OR ACCESS TO OUR
WEBSITE OR THE SERVICE FOLLOWING THE POSTING OF ANY CHANGES
TO THESE TERMS OF SERVICE CONSTITUTES ACCEPTANCE OF THOSE CHANGES.

1.5. CONTACT INFORMATION

QUESTIONS ABOUT THE END USER AGREEMENT SHOULD BE SENT TO US AT business@doubtconnect.in