**Terms and Conditions**

**Privacy Policy**

We value your trust at ALPHA. To uphold this trust, ALPHA adheres to ethical standards in the collection, use, and protection of any information you provide. ALPHA, operated by [Your Company Name], is a prominent edtech company incorporated to enhance learning experiences. This privacy policy governs your use of our applications, websites, and services, including but not limited to the ALPHA Learning App (‘Application’) and our official website www.alpha.com (‘Website’), as well as other associated applications, products, and services managed by the Company. Please carefully review this privacy policy (‘Policy’) in conjunction with the Terms of Use (‘ToU’) provided on our Application and Website. Your use of our Website, Application, or services, or your registration with us through any means, signifies your acceptance of this Policy and your agreement to be legally bound by its terms. If you do not agree with the terms of this Policy, please refrain from using our Website, Application, products, or services.

User Provided Information

The Application/Website/Services/products collect information that you provide when you download, register for the Application or Services, or use our products. When you register with us, you typically provide (a) your name, age, email address, location, phone number, password, and your ward’s educational interests; (b) transaction-related information, such as purchases, responses to offers, or downloads of our applications; (c) information you provide when you contact us for support; (d) information entered into our system while using the Application/Services/products, such as asking questions, participating in discussions, and taking tests. The information collected from users may be categorized as “Personal Information,” “Sensitive Personal Information,” and “Associated Information,” as defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the “Data Protection Rules”). Collectively, these are referred to as ‘Information’ in this Policy.

We may use this Information to contact you, provide Services, share important information, send necessary notices, and offer marketing promotions. We will request additional information only when necessary to identify you personally or to contact you. We do not distinguish between users accessing the Application, Website, or Services/products, as long as the login/access credentials match yours. For accurate capture of your Information on the Application/Website/Services/products, it is essential to use your own credentials when logging in.

You always have the option to decline providing Personal Information or Sensitive Personal Information that we request. Additionally, while using the Application/Services/products, you can withdraw previously given consent for us to use such Personal Information or Sensitive Personal Information. Withdrawal of consent must be submitted in writing to us using the contact details provided in this Policy below. However, the Company reserves the right to restrict further use of the Application or provision of Services/products in such cases.

Automatically Collected Information

In addition to the information you provide, the Application/products/Services may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application/Services/products. Like most mobile applications, we also collect other relevant information based on the permissions you provide.

We utilize an external credit card processing company to manage billing for goods and services. These companies do not retain, share, store, or use personally identifiable information for any other purpose.

Audio/Video/Telecall Recording

Upon registering for our Services or during the term of Services related to our products/services/subscriptions, we may request access to your camera and microphone to enhance the in-classroom experience. All video, audio, and telecalls involving you/your ward and our tutors/representatives/agents are recorded for quality and training purposes. These recordings are not shared with you/your ward for any reason.

By agreeing to this Privacy Policy, you (on behalf of yourself and/or your ward) consent to our collection, recording, and use of audio/video/telecall recordings and personal information for the purposes stated above.

Use of your Personal Information

We use the collected Information for various purposes, including but not limited to analyzing trends, conducting research, administering the Application/Services/products, understanding each user’s learning patterns and interactions with the Application/Services/products, and gathering demographic information and usage behavior about our user base as a whole. Aggregated and individual, anonymized and non-anonymized data may be periodically transmitted to external service providers to help us improve the Application, products, and Services.

We may use individual data and behavior patterns combined with personal information to provide personalized content and enhance your learning objectives. Certain third-party companies provide services to analyze data and information, personalize content, derive insights, and improve user experience. However, these third-party companies do not have independent rights to share this information.

We do not sell, trade, or share your Information with third parties (except subsidiaries/affiliates of the Company for related offerings) unless we have been expressly authorized by you either in writing or electronically. Occasionally, we may provide aggregate statistics about our customers, traffic patterns, and related site information to reputable third parties. However, this information, when disclosed, will be in an aggregate form and will not contain any Personally Identifiable Information.

ALPHA may send email notices, messages, or contact you to communicate about our Services, products, and benefits, as they are considered an essential part of the Services/products you have chosen.

We may disclose Information:

* as required by law, such as to comply with a subpoena or similar legal process;
* to enforce applicable Terms of Use, including investigation of potential violations thereof;
* when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, address security or technical issues, or respond to a government request;
* to trusted service providers who work on our behalf and do not have independent use of the information we disclose to them, and who have agreed to adhere to the rules set forth in this Policy;
* to protect against imminent harm to the rights, property, or safety of the Application/Website/ ALPHA or its users or the public, as required or permitted by law;
* with third-party service providers to personalize the Application/Website/Services/products for a better user experience and to perform behavioral analysis.
* Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with the consent of the minor’s legal guardian. Such consent is deemed to be provided by your registration with us.

Access to your Personal Information

We provide you with mechanisms to ensure that your Personal Information is accurate and up-to-date. If you have completed a user profile, we offer a clear method for you to access and modify your profile through our Application/Services/Website/products. We implement reasonable security measures to safeguard your password from unauthorized access or disclosure.

Cookies

We use cookies (small files containing a string of characters) that are sent to your computer to uniquely identify your browser. Cookies are utilized to track preferences, facilitate faster login processes, and aggregate data to analyze user trends. This information helps us enhance our offerings by delivering more relevant content based on user interests. While most browsers are initially configured to accept cookies, you have the option to reset your browser to reject all cookies or to notify you when a cookie is being sent. Please note that disabling cookies may affect the functionality of some features and services.

Links

We may display links in a format that allows us to monitor whether these links have been followed. This data helps us improve our customized content. Clicking on these links may redirect you to websites outside our domain. We do not endorse and are not responsible for the privacy practices of other websites. We encourage our users to review the privacy statements of any website that collects personally identifiable information. This Privacy Policy applies solely to information collected by our Website.

Alerts

We may notify you by email, phone (via SMS/call/WhatsApp), or other means about new service offerings from ALPHA, its subsidiaries, affiliates, or other information that we believe may be beneficial to you.

Public Forums

Certain features on our website, such as discussion forums, allow you to share personal information such as comments, messages, files, or photos. Any information you share in these forums will be accessible to all users and will become publicly available. Please exercise caution when disclosing personal information in your profile or when posting on our forums, as this information may be viewed and used by others without restrictions.

Security

We prioritize the confidentiality and security of your Information. We implement physical, electronic, and procedural safeguards to protect the Information we collect and maintain. Access to this Information is restricted to authorized employees who require it to operate, develop, or improve our Application/Services/products/Website. While we strive to maintain reasonable security measures, please note that no security system is entirely foolproof and we cannot guarantee protection against all potential security breaches.

How Long Do We Retain User Data?

We intend to retain user data for the duration of your account's active status and for at least three years thereafter. We may adjust this retention period based on legal and business requirements. For instance, we may extend the retention period for certain data to comply with legal obligations or voluntary codes of conduct. Unless prohibited, we may also shorten the retention period for specific types of data to free up storage space.

Log Information

When you access our Website, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include details such as your web request, internet protocol (IP) address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.

User Communications

When you send an email or other communication to us, we may retain those communications in order to process your inquiries, respond to your requests, and improve our Services.

Changes to this Statement

As ALPHA evolves, our privacy policy will need to adapt to cover new situations. It is advisable to review this Policy periodically for any changes, as continued use of our Application/Services/products/Website is considered acceptance of all updates.

Your Consent

We believe that every user of our Application/Services/products/Website must provide informed consent before providing any information required for using our services. By registering with us, you expressly consent to our collection, processing, storage, disclosure, and handling of your information as described in this Policy, both presently and as updated by us. This includes activities such as collecting, storing, using, combining, sharing, transferring, and disclosing your information, all of which will occur within India. If you reside outside India, your information will be transferred, processed, and stored in accordance with applicable data protection laws of India.

Contact Information

Our Grievance Officer is dedicated to addressing your concerns promptly. You may contact us at:

Grievance Officer: Mr. [Name]

Address: [Full Address]

Email: [Email Address]

Phone: [Phone Number]

Please feel free to reach out to us via email for any queries or grievances.

Terms & Conditions

These Terms & Conditions ("Terms") of (a) use of our website www.alpha.com ("Website"), our applications ("Application"), or any products or services in connection with the Application, Website, or products ("Services") or (b) any modes of registrations or usage of products, including through SD cards, tablets, or other storage/transmitting devices, are between [ALPHA Company Name] ("Company/We/Us/Our") and its users ("User/You/Your").

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time.

Please read the Terms and the privacy policy of the Company ("Privacy Policy") with respect to registration with us, the use of the Application, Website, Services, and products carefully before using the Application, Website, Services, or products. In the event of any discrepancy between the Terms and any other policies with respect to the Application, Website, Services, or products, the provisions of the Terms shall prevail.

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

If you do not agree with the Terms or the Privacy Policy, please do not use the Application or Website or avail of the Services or products. Any access to our Services/Application/products through registrations/subscription is non-transferable.

1. Except as mentioned below, all information, content, material, trademarks, service marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script, and audio, contained in the Application, Website, Services, and products are proprietary property of [ALPHA Company Name] ("Company") ("Proprietary Information"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any way without obtaining prior written permission from the Company, and nothing on this Application, Website, Services, or products shall be deemed to confer a license of or any other right, interest, or title to or in any of the intellectual property rights belonging to the Company, to the User. You may own the medium on which the information, content, or materials reside, but the Company shall at all times retain full and complete title to the information, content, or materials and all intellectual property rights inserted by the Company on such medium. Certain contents on the Website may belong to third parties. Such contents have been reproduced after obtaining prior consent from said party, and all rights relating to such content will remain with such third party. Furthermore, you recognize and acknowledge that the ownership of all trademarks, copyrights, logos, service marks, and other intellectual property owned by any third party shall continue to vest with such party, and You are not permitted to use the same without the consent of the respective third party.
2. Your use of our products, Website, Application, and Services is solely for Your personal and non-commercial use. Any use of the Application, Website, Services, or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products, and/or our Services shall be subject to the following restrictions:
3. You may not decompile, reverse engineer, or disassemble the contents of the Application and/or our Website and/or Services/products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and/or our Website and/or Services/products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and/or our Website and/or Services/products.
4. You will not (a) use this Application and/or our Website and/or any of our products or Services for commercial purposes of any kind, or (b) advertise or sell the Application or any products, Services, or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application and/or Website/our products and Services in any way that is unlawful or harms the Company or any other person or entity as determined by the Company.
5. No User shall be permitted to perform any of the following prohibited activities while availing our Services:
6. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.
7. Stalking, intimidating, and/or harassing another and/or inciting others to commit violence.
8. Transmitting material that encourages anyone to commit a criminal offense, that results in civil liability, or otherwise breaches any relevant laws, regulations, or code of practice.
9. Interfering with any other person’s use or enjoyment of the Application/Website/Services.
10. Making, transmitting, or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property, or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else.
11. Making available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content.
12. Impersonating any person or entity, or falsely stating or otherwise misrepresenting Your affiliation with a person or entity.
13. Posting, transmitting, or making available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files, or such other programs that may harm the Application/services, interests, or rights of other users or limit the functionality of any computer software, hardware, or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent.
14. Accessing or using the Application/Website/Services/products in any manner that could damage, disable, overburden, or impair any of the Application’s/Website’s servers or the networks connected to any of the servers on which the Application/Website is hosted.
15. Intentionally or unintentionally interfering with or disrupting the services or violating any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies, or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms.
16. Disrupting or interfering with the security of, or otherwise causing harm to, the Application/Website/Services/products, materials, systems resources, or gaining unauthorized access to user accounts, passwords, servers, or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites.
17. Interfering with or inhibiting any user from using and enjoying access to the Application/Website/Services/products, or other affiliated sites, or engaging in disruptive attacks such as denial of service attack on the Application/Website/Services/products.
18. Using deep-links, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy, or monitor any portion of the Application/Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents, or information through any means not specifically made available through the Application/Website/Services/products.
19. Altering or modifying any part of the Services.
20. By submitting content on or through the Services (your “Material”), you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Material in any and all media or distribution methods (now known or later developed) and to associate your Material with you, except as described below. You agree that others may use Your Material in the same way as any other content available through the Services. Other users of the Services may fork, tweak, and repurpose your Material in accordance with these Terms. If you delete your user account, your Material and name may remain available through the Services.
21. In the preparation of the Application/Website/Services/products and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Company disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application. Any feedback from User is most welcome to make the Application and contents thereof error-free and user-friendly. The Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on Application/Website/Services/products for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
22. Our Website provides Users with access to compiled educational information and related sources. Such information is provided on an "As Is" basis, and We assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Website. We would not be responsible for any errors, which might appear in such information, which is compiled from third-party sources or for any unavailability of such information. From time to time, the Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to the Website from another website or document without the Company’s prior written consent.
23. The contents of the Application/Services/products are developed based on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. The usage of the Application/Services/products is not endorsed as a substitution for the curriculum-based education provided by educational institutions but is intended to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding. The basic definitions and formulae of the subject matter would remain the same. The Company acknowledges that there are various means of delivering structured curriculum pedagogy, and inclusion of methods in the Application/Services/products does not imply endorsement of any particular method nor exclusion imply disapproval. Subscription to the Application or usage of our Services/Website/products does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.
24. Certain contents in the Application/Services/Website/products (particularly related to assistance in preparations for administrative services) may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
25. Some parts of the Services are interactive, and we encourage contributions by Users, which may or may not be subject to editorial control prior to being posted. The Company accepts no responsibility or liability for any material communicated by third parties in this way. The Company reserves the right at its sole discretion to remove, review, edit, or delete any content. Similarly, We will not be responsible or liable for any content uploaded by Users directly on the Website, irrespective of whether We have certified any answer uploaded by the User. We would not be responsible to verify whether such questions/answers or contents placed by any User contain infringing materials or not.
26. The Company (including but not limited to its subsidiaries/affiliates) 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 SMS, email, and call, to give information about their offerings and products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail and holds the Company (including but not limited to its subsidiaries/affiliates) 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, subsidiaries, affiliates, and partners so that you may be contacted for education information, offerings, and promotions through telephone, SMS, email, etc.
27. While the Company may, based on the User’s confirmation, facilitate the demonstration of its products at the location sought by the User, the User acknowledges that he/she has not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that User has relied solely on the investigations, examinations, and inspections as the User has chosen to make and that the Company has afforded the User the opportunity for full and complete investigations, examinations, and inspections.
28. Upon registration through any means whatsoever, the Company may contact You through the registered mobile number or email or any other mobile number or contact number or email provided by You to enable effective provision of Services. The User expressly permits the Company to contact him/her and the student utilizing the Services, through the above-mentioned means at any time post registration. Furthermore, the Company shall have the right to monitor the download and usage of the Application/Services/products and the contents thereof by the User/student, to analyze such usage and discuss the same with the User/student to enable effective and efficient usage of the Services. The User expressly permits the Company to clear the doubts of the student using the Application/Services/online portal by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with the student, and mentoring the student through telephone or e-mail on express consent of the legal guardian/parent of the User or through any other forum.
29. While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behavior of any such personnel. Any feedback from User relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard.
30. Access to certain elements of the Services including doubt clearance, mentoring services etc may be subject to separate terms, conditions, and fair usage policy. The Company reserves the right to determine the criteria for provision of various elements of Services to the different categories of Users based on its policies. Hence, subscription to the Application/products or registrations do not automatically entitle the User to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.
31. The Company’s products and/or Services, including the Application and content, are compatible only with certain devices/tablets/instruments/hardware. The Company shall not be obligated to provide workable products and/or services for any instruments that are not recognized by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's products and Services. The company reserves the right to upgrade the table/type of compatible devices as required from time to time.
32. The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and/or software and/or instrument, including loss of data or effect on the processing speed, resulting from Your use of our products and Services.
33. In order to encourage Customer Retention and Loyalty, ALPHA encourages its Customers, Fintech Partners, and other stakeholders to refer customers to buy ALPHA Products & Services. The Company, at its option, can pay a referral bonus subject to applicable laws. Since this is an optional selective policy of the Company, the decision of the Company is final and cannot be disputed or challenged. It should be noted with abundant caution that no Customer, Fintech Partner, or other stakeholder shall do business with the Company in anticipation of such Bonus. ALPHA shall not be held responsible if some Customer has done business with the objective of getting a referral bonus, as the Bonus paid by ALPHA is purely dependent on its own discretion based on internal parameters and various demographic and economic factors.
34. You have to specify the address to which the shipment has to be made at the time of purchase. All product(s) shall be delivered directly to the address as specified at the point of ordering, and You cannot, under any circumstances whatsoever, change the address after the order is processed. In case of any change in the address, You need to specify the same to us in writing well in advance of the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s). (a) For the return of product(s) damaged at the time of delivery, the shipping charges shall be borne by ALPHA. However, for the return of any product(s) for any other reasons, it shall be the responsibility of the User to arrange for the return of such cancelled product(s), and the shipping charges shall be borne by such User.(b) We request You not to accept any product package that seems to be tampered with, opened, or damaged at the time of delivery. The products must be returned in the same condition as delivered by ALPHA. Any products returned showing signs of any use or damage in any manner shall not be accepted for return.(c) All requests for return of products have to be placed within 14 (fourteen) days from the date of delivery. Please note that no refunds shall be claimed or will be entertained post 14 (fourteen) days from the date of delivery.(d) If you choose to cancel or return the Limited Offer Product(s) within 14 days after the Delivery date/Activation Date/Orientation date, you shall be eligible for a full refund. No refund will be provided on the Device fee & study material fee as available in the invoice. Post 14 days after the Delivery date/Activation Date/Orientation date no refunds shall be claimed or will be entertained.
35. You acknowledge that ALPHA is not the manufacturer of the instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging, and ALPHA shall not be in any manner responsible for the same. ALPHA does not provide any guarantee or warranty relating to the instrument/medium/hardware.
36. In order to access the Services and to avail of the use of the Application/products, You shall be required to register yourself with the Application/Services/products and maintain an account with the Application/Services/products. You will be required to furnish certain information and details, including Your name, mobile number, e-mail address, residential address, grade/class of the student, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application. With respect to the provision of information, the following may be noted:

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

1. You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability, and ALPHA cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, ALPHA shall not be liable to You for any damages arising from Your inability to log into Your account and access the services of the Application at any time.
2. Persons who are “competent/capable” of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Application and all Our products or Services. Persons who are minors, undischarged insolvents, etc. are not eligible to register for Our products or Services. As a minor, if You wish to use Our products or Services, such use shall be made available to You by Your legal guardian or parents, who have agreed to these Terms. In the event a minor utilizes the Application/Website/Services, it is assumed that he/she has obtained the consent of the legal guardian or parents, and such use is made available by the legal guardian or parents. ALPHA will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application or any of Our products or Services that may occur by virtue of any person including a minor registering for the Services/products provided. By using the products or Services You warrant that all the data provided by You is accurate and complete and that the student using the Application has obtained the consent of parent/legal guardian (in case of minors). ALPHA reserves the right to terminate Your subscription and/or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your parent/legal guardian or any information provided by You is inaccurate. You acknowledge that ALPHA does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any Information about themselves or their parents and other family members on the Application.
3. You agree to defend, indemnify and hold harmless ALPHA, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) Your use of and access of the Application/Website/Services; (ii) Your violation of any term of these Terms or any other policy of ALPHA; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your use of the Application/Website/Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.
4. In no event shall ALPHA, its officers, directors, employees, partners, or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data, or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.
5. In the event of Your breach of these Terms, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore shall be entitled, in such event, to obtain an injunction against such a breach from any court of competent jurisdiction. The Company’s right to obtain such relief shall not limit its right to obtain other remedies. Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose Your Account Information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.
6. The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in Bangalore and You hereby accede to and accept the jurisdiction of such courts.
7. The Company has the right to change, modify, suspend, or discontinue and/or eliminate any aspect(s), features, or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Company shall not be liable to You or any third party for any modification, suspension, or discontinuance of the Application/Services. All prices are subject to change without notice.
8. **DISCLAIMER:** THIS WEBSITE, THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE, APPLICATION/PRODUCTS AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, TIMELINESS. PERFORMANCE, COMPLETENESS, SUITABILITY AND NON-INFRINGEMENT. ADDITIONALLY, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE, OR THE APPLICATION OR THE SERVICES. YOUR USE OF ANY INFORMATION OR MATERIALS ON THIS WEBSITE/APPLICATION/SERVICES/PRODUCTS IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS.
9. **General Provisions**

* Notice: All notices served by the Company shall be provided via email to Your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to support@alpha.com.
* Entire Agreement: The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Company and You with respect to Your access to or use of the Application, Website, and the Services thereof.
* Assignment: You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. The Company’s rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking Your consent.
* Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
* Waiver: Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.
* Relationship: You acknowledge that Your participation on the Application does not make You an employee, agent, partner, joint venture, or franchisee of the Company.
* Review and Agreement: The Company provides these Terms so that You are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that the Company has given You a reasonable opportunity to review these Terms and that You have agreed to them.

1. **Feedback**

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

1. **Customer Care**

We make all best endeavors to provide You with a pleasant experience. In the unlikely event that You face any issues, please contact us at support@alpha.com.