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iii. No User shall be permitted to perform any of the following prohibited activities while availing our Services:

a. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;

c. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;

d. Interfering with any other person's use or enjoyment of the Application/Website/Services;

e. 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;

f. Make 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;

g. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

h. Post, transmit or make available any material that contains viruses, Trojan horses, worms, spyware, time bombs, cancellous, 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;

i. Access or use 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;

j. Intentionally or unintentionally interfere with or disrupt the services or violate 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;

k. Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain 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;

l. Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;

- m. Use 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;
- n. Alter or modify any part of the Services;
- o. Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
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17. 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 to the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s).

18. (a) For return of product(s) damaged at the time of delivery, the shipping charges shall be borne by the Foundation. However, for return any of the 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 the Foundation. 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 15 (fifteen) days from the date of delivery. Please note that no refunds shall be claimed or will be entertained post 15 (fifteen) days from the date of delivery.

19. You acknowledge that the Foundation 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 the Foundation shall not be in any manner responsible for the same. The Foundation does not provide any guarantee or warranty relating to the instrument/medium/hardware

20. In order to access the Services and to avail 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 latest.
- 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 the Foundation 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 the Foundation, 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.
- You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and the Foundation cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, the Foundation 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.

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inaccurate. You acknowledge that the Foundation 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.

22. You agree to defend, indemnify and hold harmless the Foundation, 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 the Foundation; (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 defence and indemnification obligation will survive these Terms.

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24. In the event of Your breach of these Terms, You agree that the Foundation will be irreparably harmed and may not have an adequate remedy in money or damages. The Foundation therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Foundation's right to obtain such relief shall not limit its right to obtain other remedies.

25. 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 Foundation can avail. In such instances, the Foundation 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.

26. 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.

27. The Foundation 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 Foundation has the right to amend these Terms from time to time without prior notice to you. The Foundation makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Foundation 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.

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- **Waiver:** Any failure by the Foundation to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Foundation of that provision or right.
- **Relationship:** You acknowledge that Your participation on the Application, does not make You an employee or agency or partnership or joint venture or franchise of the Foundation.
- **The Foundation 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 Foundation has given You a reasonable opportunity to review these Terms and that You have agreed to them.**

30. 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 Foundation 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 Foundation for the feedback under any circumstances, unless specified.
- Under no circumstances shall the Foundation be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.

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