**PRIVACY POLICY**

Please read this Privacy Policy carefully. This contains important information about your rights and obligations. This Privacy Policy sets out the manner in which Mai (“We”, “Us” and “Our”) collects, uses, maintains and discloses information collected from Users (each, a “User” also referred to as “You” and “Yours”) of the mobile application Mai and of the website [www.themaiapp.com](http://www.learningpass.in) (“App or Website”). This Privacy Policy applies to the App or Website and all services offered by Us through the App or Website. By installing, accessing and using the App or Website, You are consenting to the collection, transfer, storage, disclosure and other uses of your information as set out in this Privacy Policy. If you do not agree to the Privacy Policy please do not avail, use, install or register with the App or Website.

We may revise the Privacy Policy at any time by updating this page. Your continued use of the App or Website indicates your agreement to be bound by any such changes. You can view our updated Privacy Policy by visiting this page in the future:

**1. INFORMATION WE MAY COLLECT FROM YOU:**

**Personal identification information**

We may collect Your personal information in various ways while You use, install, register, or access our App or Website. We may collect your personal identification information such as name, email id, mailing address, phone number, credit/debit card information that You may enter while registering or otherwise using the App or Website. You may visit our App or Website anonymously without registering with our App or Website. We will collect Your personal identification information only if You voluntarily submit such information to us. You may refuse to supply personal identification, except that it may prevent You from fully utilizing the App or Website.

**Non-personal identification information**

We may collect non-personal information about You whenever You access or interact with the App or Website. Non-personal identification information may include without limitation device name, version, location information, Gps information, server location, operating system and version, your mobile devices unique device ID, third party apps or website or service that referred users to the App or Website, language preference, means of connection to the App or Website, IP address, technical information and other similar information about users.

**Cookies**

Whenever you access the App or Website we may place "cookies" on your hard drive and/or device for record-keeping purposes to enhance your experience or sometimes to personalize your experience. Cookies are small text files that are placed on your computer’s hard drive or your device by the App or Website. Cookies help us to identify information relating your activities and to retain information relating to your preferences and history on the App or Website.

We may use advertising cookies to deliver ads that are more relevant to you and your interests.

You may choose to disable cookies by turning off cookie feature on the web browser or your device. However, by disabling this feature, some parts of the App or Website may not function properly. This may prevent You from taking full advantage of the App or Website.

**HOW WE USE COLLECTED INFORMATION:**

We may collect and use Your information for the following purposes:

* We may use your information to control your access to Our App or Website and services, to communicate with you, customize your experience by providing information that may be useful or interesting to you.
* We may use the email address to send Users information, Account Information, administrative information, changes in account settings, changes to our services or any updates pertaining to the Services. Apart from this if Users choose to opt-in to our mailing list, they will receive periodic emails that may relate to company news, related product or service information, e.t.c. If You want to unsubscribe from receiving future emails from Us, please follow the “Unsubscribe” instructions provided at the bottom of each email.
* You Information may also be used for responding to any of your inquiries, questions, and/or any other requests.
* We may use the Users information to analyse the use of the App or Website, and the people visiting and using the App or Website for the improving the features of the App or Website. Further, the information provided by You may also be used to help Us in responding to Your service requests and support needs more efficiently.
* We may also use Your information for market research purposes and may share your information with our affiliated businesses for the said purpose.
* We may also share Your information with any third parties including any government departments if the disclosure of such information is required by law or is based on any order by a court of competent jurisdiction.
* We may use your geographical and location information to analyse our target audience for advertising purposes.

**Protection of your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect Your personal information against unauthorized access, alteration, disclosure or destruction. However, We cannot guarantee the security of any information obtained through unauthorized entry or use, hardware or software failure, and other factors that may compromise the security of user information at any time.

We do not sell, rent, distribute or otherwise make personal information commercially available to any third party, except as described in this policy or with your prior permission.

We may share generic aggregated demographic information not linked to any personally identifiable information regarding visitors and users with our business partners, trusted affiliates and advertisers.

At times We may be required by law or litigation to disclose your personal information. We may also disclose information about You, if We at our sole discretion determine that for national security, law enforcement, or other issues of public importance that disclosure of information is necessary.

We reserve the right to transfer your Information to another party as a result of merger, acquisition, or sale of all or a portion of our assets to another party.

**Third Party Links**

This App or Website may contain links to other websites or content. You agree and acknowledge that these third party sites are not under our control and We are not responsible for contents of such sites. These links have been provided to You only as a convenience. This Privacy Policy does not govern these links and You are required to read, understand and accept the Privacy Policy and Terms of Use of these third parties prior to using their services.

**Changes to this privacy policy**

We reserve the right to update and revise this Privacy Policy from time to time. The revised Privacy Policy will be available on this page. You are encouraged to periodically check this page to stay informed about changes to our Privacy Policy. The revised Policy will be effective from the date stated on the revised Privacy Policy. Your continued use of the App or Website following the posting of revised Policy will indicate your acceptance and acknowledgment of the changes and you will be bound by it.

**Contacting us**

If you have any questions about this Privacy Policy, our practices or any of the Services or any other queries please contact us at: [info@parentof.com](mailto:info@learningpass.in)

**TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING AND USING THE MOBILE APPLICATION MAI OR/AND THE WEBSITE [WWW.THEMAIAPP.COM](http://WWW.LEARNINGPASS.IN) (HEREINAFTER REFERRED TO AS “MAI” OR “APP OR WEBSITE”), WHICH IS OWNED AND OPERATED BY MAI HAVING ITS PLACE OF BUSINESS AT NO 103, RJ MANOR, 11/A, 80 FEET ROAD, Ist BLOCK, KORAMANGALA, BANGALORE (HEREINAFTER REFERRED TO AS “WE” OR “US”). THESE TERMS, AS MODIFIED OR AMENDED FROM TIME TO TIME, CONSTITUTE A BINDING CONTRACT BETWEEN US AND YOU (“YOU” OR “USER”). THESE TERMS AND CONDITIONS (HEREINAFTER REFERRED TO AS “TERMS”) AS WELL AS THE PRIVACY POLICY AND ALL OTHER APPLICABLE LAWS AND REGULATIONS GOVERN YOUR ACCESS, INSTALLATION AND USE OF MAI IRRESPECTIVE OF WHETHER YOU ARE A VISITOR (WHICH MEANS THAT YOU SIMPLY BROWSE OUR APP OR WEBSITE WITHOUT BEING REGISTERED AS A USER OF THE APP OR WEBSITE), OR YOU ARE A “MEMBER” OR “USER”(WHICH MEANS THAT YOU HAVE REGISTERED WITH THE APP OR WEBSITE AS A MEMBER).

YOUR ACCESS OR USE OF MAI INDICATES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. IN CASE OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND YOUR ORGANIZATION AND YOUR ORGANIZATION WILL BE BOUND BY THE OBLIGATIONS AND RESTRICTIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION TO THESE TERMS AND CONDITIONS, THEN DO NOT ACCESS, INSTALL, OR USE THIS APPLICATION.

This document, is an electronic record under the terms of the Information Technology Act, 2000 and Rules thereunder and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 and is deemed electronically executed on opening, accessing, using or installing our Mobile Application and is legally binding between the Parties and does not require any physical or digital signatures.

**ABOUT OUR SERVICES:**

We provide a number of internet-based services including without limitation such as creating a child profile, creating a parent profile, generating skill reports for your child, generating comparative analytics, providing skill improvement plans, tracking daily tasks, setting reminders, editing profiles, connecting you to and providing access to relevant services, products, experts, recommendations, etc. collectively referred to as the “Services”). You agree, understand and acknowledge that Mai is an online platform that is intended for educational and informational purposes only and is provided on an “As is” basis. We make no representations or warranties, either express or implied, about the correctness, accuracy, reliability or suitability of the services or contents of the Application. Nothing contained in the App or Website including without limitation all texts, images, graphics all any other materials included within the App or Website or any results provided by the App or Website shall never be construed as any professional advice, diagnosis or analysis.You are hereby required to verify any diagnosis or analysis with qualified professionals independently. Any reliance You place on the information provided under this Application is therefore strictly at your own risk.

**ELIGIBILITY**

The App or Website is intended for use by persons who are at least 18 years old, or the legal age required to form a binding contract in your jurisdiction if that age is greater than 18. By accessing or installing the App or Website, You represent and warrant that You are at least 18 years old and is of legal age to form a binding contract. As a minor if You wish to use or install the App or Website, such use or transaction may be made only with the permission and supervision of your legal guardian or parents. We reserve the right to terminate your membership and/or refuse to provide You with access to the App or Website at our sole discretion without assigning any specific reason.

**YOUR ACCOUNT**

You are required to register with the App or Website as a User by filling out the Registration Form provided in the Sign Up Area of the App or Website while installing the App or Website. You may access the App or Website as a Visitor without registering with the App or Website, however, this may prevent You from availing certain Services offered by Us. During Registration, You will be required to furnish Us certain information and details, including Your name, e-mail id, your child's name, child's gender, child's date of birth, child's school, class and section, your relationship with your child (such as mother or father or guardian) and any other information that is deemed necessary by the App or Website (“Account Information”).

You are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device to prevent unauthorized access to your Account or password. You should take all necessary steps to ensure that the password is kept confidential and shall take immediate steps to inform us immediately if You have any reason to believe that your Account has been hacked or comprised by any third party.

You expressly agree and acknowledge that the Account Information provided by You is accurate and true. You hereby agree and understand that We reserve the right to refuse access to the App or Website, terminate your Account, refrain from providing any services and remove or edit any content posted by You without any notice to You.

Membership on the App or Website is free for all Users. We do not charge any fees for browsing or accessing the App or Website. However, We may offer certain premium services through the App or Website. If You wish to access or use any such Services, You will be required to make payment to Us using our payment facility.

We reserve the right to change our fees policy at any point of time. We reserve the right to introduce any new premium services along with any fees that We may at our sole discretion determines. Any changes to the Fee Policy shall be added to these Terms and shall become effective immediately.

While using any of the payments methods available on the App or Website, We are not be responsible for any loss or damage incurred directly or indirectly by You due to:

1) Lack of authorization for any transactions;

2) Any payment issues arising out of transaction; or

3) Decline of transaction for any other reason by the Bank.

If payments have been made to our Account by Bank in cases of any failed transaction, we shall credit such amounts to the bank account after receiving appropriate requests from your end.

All prices listed in the App or Website are in Rupees. “Price”, as displayed, is inclusive of all applicable taxes. We reserve the rights to revise the prices at any point of time.

You shall be solely responsible for compliance of all applicable laws while making payments. You understand, accept and agree that the payment facility provided by Us neither a banking no financial service but is merely a facilitator providing an electronic, automated online electronic payment or receiving payment through Cash on Delivery using the existing payment gateway networks.

**ACCESS TO MAI:**

We shall take all necessary and reasonable steps to ensure the uninterrupted availability of the App or Website at all times. However, We do not guarantee the uninterrupted availability of the App or Website at all times. Your access to the App or Website may be occasionally suspended or restricted to allow for repairs, maintenance, updates or for the introduction of new facilities or services at any time without prior notice.

We hereby grant You a limited license to install, access and make personal use of the App or Website and the Services offered by Us in accordance with these Terms or our Polices as introduced or modified or amended from time to time. This license does not include any resale or commercial use of this App or Website or its contents, any downloading or copying of content or account information for the benefit of any third party, or any use of data mining, robots, or similar data gathering and extraction tools while using the App or Website.

**INTELLECTUAL PROPERTY RIGHTS**

All right, title and interest including all intellectual property rights in the App or Website and its contents including without limitation, texts, logos , designs, images, formats, documents, video, links, graphics and all other materials published on this App or Website (hereinafter collectively referred to as “Contents”) are the sole and exclusive property of Mai

You shall not directly or indirectly, copy, reproduce, modify, edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, publish, distribute, circulate, communicate to the public, disseminate, transmit, sell, rent, lease, lend, assign, license, sub-license, market, promote, circulate, exploit, digitally alter or manipulate the App or Website or its Contents or any parts thereof in any manner, without our prior written permission.

**CONTENT/ACTIVITY PROHIBITED**

Your use of the App or Website shall be strictly governed by the following:

* You shall not take any action that causes, or may damage the App or Website or causes impairment of the performance, availability or accessibility of the App or Website;
* You shall not use the App or Website for any unlawful, illegal, fraudulent or harmful purpose or activity or in contravention to the applicable laws and regulations;
* You shall not directly or indirectly use any robot, spider or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from the App or Website or copy the Contents;
* You shall not directly or indirectly alter or remove, attempt to alter or remove any trademark, copyright or other proprietary or legal notices appearing on the App or Website or on any Content appearing on the App or Website;
* You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any systems, networks or servers connected to the App or Website by hacking, password mining or any other illegitimate means;
* You shall not probe, scan or test the vulnerability of the App or Website or any network or server connected to our Services. Further, You shall not circumvent any security or authentication measures employed on the App or Website. You shall not trace, seek to trace any information about any other user of the App or Website; and
* You acknowledge and agree that your use of the App or Website shall be subject to all applicable national and international laws.

**NO WARRANTIES AND LIMITATION OF LIABILITY**

The use of the App or Website and the Content is at your own risk. While we strive to keep the App or Website and its Content accurate, complete and up-to-date, We do not make any warranties or guarantees to this effect and is not responsible for the accuracy and completeness of any Content.

NOTHING CONTAINED IN THIS APP OR WEBSITE INCLUDING WITHOUT LIMITATION THE CONTENT AND SERVICES OFFERED BY US SHALL BE CONSTRUED AS PROVIDING MEDICAL COUNSELING, DIAGNOSIS OR PROFESSIONAL ADVICE.

THE APP OR WEBSITE, ITS CONTENT AND THE SERVICES OFFERED UNDER THE APP OR WEBSITE ARE SOLELY INTENDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THE APP OR WEBSITE, ITS CONTENT AND THE SERVICES ARE NOT INTENDED TO BE USED AS PROFESSIONAL ADVICE, DIAGNOSIS OR ANALYSIS. IN NO EVENT SHALL THE APP OR WEBSITE, ITS CONTENT AND SERVICES MAY BE CONSIDERED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU ARE HEREBY REQUIRED TO VERIFY ANY RESULTS OBTAINED FROM THE APP OR WEBSITE OR CONTENT OF THE APP OR WEBSITE WITH QUALIFIED PROFESSIONALS INDEPENDENTLY.

The App or Website, its Contents and Services are provided on an “as is” basis. TO THE FULLEST EXTENT PERMITTED BY LAW, MAI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MAI OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE APP OR WEBSITE OR ITS CONTENTS.

**USER CONTENT AND SUBMISSIONS**

The App or Website may offer You certain functionality that allows Users to upload content to the App or Website. If You make any submission to the App or Website, You agree that Your submissions will be bound by the following terms:

* The submissions made or content posted/published are accurate, true and correct to the best of your knowledge information and belief;
* Your communications or submissions or content shall not infringe or violate any third party rights;
* You will not submit any content that contains any personally identifiable information;
* You will not submit any communication or content that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable laws or regulations; and
* You will not upload any material that contains any viruses, codes, files or programs designed to interrupt, destroy or limit the functionality of Mai or any server or devices connected to the App or Website or any other computer network or devices.

By posting, publishing or writing or submitting any content to the App or Website, You hereby grant to Mai a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, display, reproduce, modify, publish, post ,transmit and distribute any such materials either through its App or Website or otherwise at its discretion.

We are under no obligation to restrict or monitor the User Content in any manner. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE DO NOT REGULARLY MONITOR THE USER CONTENTS AND ANY RELIANCE PLACED BY YOU ON ANY CONTENT POSTED BY OTHER USERS ARE AT YOU OWN RISK.

Any opinions, advice, statements or other information made available by other Users are those of the respective users and not of Mai. WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, INFORMATION, OR STATEMENT MADE ON THE APP OR WEBSITE BY ANY USERS.

**INTERACTIVE SERVICES**

We may from time to time offer certain interactive features in the nature of Chat rooms or bulletin boards.

In case if we offer any such interactive services, we will take reasonable efforts to moderate the user activities. However, we are under no obligation to oversee, monitor or moderate any Interactive Services we provide on the App or Website, and we expressly exclude our liability for any loss or damage arising from your use or inability to use of any such Interactive Services.

**THIRD PARTY LINKS**

This App or Website may contain links to other websites or content. You agree and acknowledge that these third-party sites are not under our control and We are not responsible for contents of such sites. These links have been provided to You only as a convenience and the inclusion of any such link does not imply endorsement by Us of such parties or any association with such sites or its operators.

**MODIFICATIONS**

We reserve the right to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the App or Website, at any time, without notice to You. Any material updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to as "**Additional Terms**") will be posted on the App or Website and will be effective immediately. You hereby agree to be bound by all such Additional Terms and your continued use of the App or Website shall be deemed to be the acceptance of such Additional Terms. All updated terms can be viewed on this page.

**INDEMNITY**

You hereby agree to indemnify and hold harmless Mai and its employees, affiliates, associates and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debts and expenses including reasonable attorney’s fees arising directly or indirectly from your breach of these Terms or any applicable laws or regulations while using the App or Website.

**LAW, JURISDICTION AND ARBITRATION**

This Agreement shall be governed, interpreted and construed in accordance with the laws in force in India and is subject to the exclusive jurisdiction of the courts at Bangalore, India.

Any and all disputes under this Agreement shall be referred to a sole Arbitrator, who shall be mutually appointed by the Parties. However, if the Parties are unable to mutually appoint an Arbitrator, such arbitrator shall be appointed by the court in Bangalore having appropriate jurisdiction as per the Arbitration and Conciliation Act, 1996 as amended from time to time (“Arbitration Act”). The venue of the arbitration shall be Bangalore. The proceedings of the arbitration shall be in English. The parties hereby agree that the Arbitrator’s award shall be final and binding on the Parties. The Arbitration proceedings shall be governed by the Indian Arbitration Act, 1996. All costs of such arbitration shall be borne equally between the Parties.

**COMMUNICATIONS AND SUPPORT**

If you have any questions, complaints or claims with respect to the App or Website, then such correspondence should be directed to the email address as given below:

[info@parentof.com](mailto:info@learningpass.in)

**NO WAIVER**

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested with Us under or pursuant to this Agreement shall constitute a waiver by Us of that or any other right, power, or remedy.

**SEVERABILITY**

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.

**PROCEDURE FOR CLAIMS OF IP INFRINGEMENT**If you believe that any content of the App or Website including any User Content constitutes copyright infringement, please provide our grievance officer with the following information:

* An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
* A description of the content that you claim has been infringed upon;
* A description of where the material that you claim is infringing is located on the App or Website;
* Your address, telephone number, and e-mail address;
* A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

Our Grievance Officer for notice of claims of intellectual property infringement can be reached at the following email id:

[info@parentof.com](mailto:info@learningpass.in)

**You acknowledge that You have read and understood this Agreement and You out of your free will, unconditionally accept to be bound by the same.**