

TERMS AND CONDITIONS

INTRODUCTION

- a) Please read the Terms and Conditions of use ("**Terms**") and Privacy Policy carefully before accessing, using or obtaining any material, information, products, programs or services (hereinafter collectively referred to as the "**Services**") offered on/through/ by M/s Extramarks Education India Pvt. Ltd. or its affiliates/subsidiaries etc. ("**Company/We/Us/Our/Extramarks**") on any (a) Platform, (b) Website (i.e. www.extramarks.com) (c) Web applications, (d) mobile applications including iOS or Android platform and/or (e) any other mode of registration (paid or free) or usage of Company's products through any electronic /storage or transmitting device (hereinafter collectively referred to as the "**Applications**").
- b) The Terms detailed hereunder are applicable on all the Users ("**Customer/User/You/Your**") who use/access/browse/view any Service of the Company in any manner detailed hereinabove and the said use/access/browsing/viewing shall signify the User's acceptance and adherence of the Terms and the Company's Privacy Policy.
- c) In case the present Terms are not acceptable, please immediately exit the Company's Application(s) and do not use any and all Applications offered for use by the Company.
- d) In case of any discrepancy between the present Terms and any other policy of the Company, the provisions of the Terms shall prevail and override the same.

TERMS

- 1. The Company's Applications are intended for individual, non-commercial use only and any use of the Applications for any use other than personal use is strictly prohibited. Business organizations or other legal entities are strictly debarred from using the contents of the product for any purpose. Further, broadcasting the Applications through any means, including but not limited to, through the internet, television, handheld devices and other devices, is not permitted and will be considered as a breach of the Intellectual Property Rights (defined hereunder) of the Company. The User is not entitled to disassemble or decompile the contents of the application and/or any other services offered on Company's platform or use it in any manner in contravention of the terms. The Company reserves the right to terminate the subscription of/access to the Company's Applications without any prior notice and also to initiate legal proceedings, in case of such breach.
- 2. The Customers can make payment for the products and programs through cash or online payment or debit/credit card or through cheque or through financing options. In case of payment being made by cheque, the requested product and program will be dispatched by the Company only on

realization of the amount of the said cheque. In case the cheque is dishonored or fails to be realized or if the Company is required to present an alternate cheque for any reason whatsoever, then any and all banking charges incurred by the Company in this regard will be recovered by the Company from the said Customer.

3. It is expressly clarified that all **Intellectual Property Rights** including but not limited to Copyright, Patent, Trademarks, trade secrets in the products, modules, contents, programs, Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website), questions, answers, lessons, other textual material, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, shall continue to vest with the Company at all times. The User shall not have the right to claim any rights over the Intellectual Property in the products and programs by virtue of them purchasing/subscribing to any such products and programs. Further, under no circumstances, shall the user acquire the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative work from, transfer or sell any of the products/ programs and applications after purchasing/subscribing for such products and programs. The User acknowledges that in the event of breach or threatened breach of this Clause, monetary damages may not be an adequate remedy, and therefore, the Company in addition to other rights and remedies shall be entitled to injunctive relief to restrain the User from any such breach, threatened or actual.
4. The product's and/ or the content thereof's design and the service marks, and other logos and product and service names are Intellectual Property Rights of the Company. The limited use of access granted herein does not in any manner amount to assignment/license to use the said Intellectual Property Rights. The User agrees not to display or use Intellectual Property Rights of the Company in any manner in contravention of the Terms mentioned hereunder.
5. The User is only a licensee authorized to use the said Educational content stored on the device for a period not exceeding as activated by the Activation Keys. On the expiration of this period, the Company reserves its rights to delete/destroy the content on the device unless the subscription is renewed after paying the requisite charges as determined by the Company.
6. The Company reserves the right to make any change or discontinue, temporarily or permanently, its products, its contents and/or programs without prior notice. The User agrees that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the product or content thereof.
7. The Customer hereby authorizes the Company and/ or its authorized representatives to contact them through email, telephone and SMS. For all intents and purposes, the consent granted herein shall be deemed to have been granted for overriding the registry on Do Not Disturb (DND)/ National Do Not Call (NDNC).

8. The Company is entitled to revise the price of its products and programs, at any time, at its sole discretion and without any prior notice to the User.
9. It is for the User to assess the utility/ relevance of the Company's products and programs and avail them only after considering his/ her eligibility for the same.
10. The Company's products and programs are being provided to the User on an "*as is*" and "*as available*" basis and the Company hereby disclaims all warranties and conditions with respect to the licensed application and any services either express, implied, or statutory, including, but not limited to the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, non-infringement of third-party rights, compatibility, security and accuracy. No oral or written information or advice given by the licensor or its authorized representative shall create a warranty. The Company does not claim that the Services are up to date, correct and error free or that the Applications are free of viruses or harmful components. Any reliance on the Services is at User's own risk. The Company shall not be liable to update or ensure continuity of such information contained on our Applications. The Company 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.
11. The Company cannot guarantee and does not promise/warrant/assure any specific results from use of its products or services.
12. The User agrees to independently verify the authenticity and veracity of the Educational Content provided through the Company's Services and the Company does not take any responsibility as to the authenticity and veracity of such Educational Content. The User shall not bring any action against the Company for any inaccuracy in the Educational Content and the Company will not be liable in any such action, if taken, by the user. The Company shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, mobile device virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained in the product or services.
13. The User undertakes to bear the risk associated with the use of internet. In particular, the Company shall not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, spyware, adware or other material which is malicious or technologically harmful that may infect User's equipment, data or other proprietary material as a result of your use of the Services. The User also understands that the Company has tested the Services on various devices to the best of Company's resources, but the Company cannot be held responsible in case of any malfunction/ damage on the device of the User due to usage of the Services.

14. The access by the User to the Services is restricted on the basis of its validity (i.e. the period till which the usage is allowed) and/or the basis of view count to be determined by the Company. The User shall be bound by the reasonable restrictions placed herein by the Company.
15. If the Tablet or SD card / Pen Drive is lost or misplaced after being delivered, then a User can ask for a new device after making additional payment for the same. On receipt of such request, the Company shall disable/lock the misplaced Tablet or SD card. The User undertakes to provide any assistance as may be required by the Company for the same. The price of the tablet would depend on the market price of the tablet, as determined by the Company. Further the SD card / pen drive will be replaced at the price of Rs. 1000/- each in addition to the price of the Tablet/ SD card/ Pen Drive, provided such price may be amended by the Company at the sole discretion, without any prior notice.
16. Any change of address or phone numbers should be notified to the Company immediately, without any delay, through a written application or by reaching out to the Company on the customer care number i.e. 1800-102-5301, failing which any notice/communication by the Company on the last available address or phone number of the User shall be deemed to be sufficiently served upon the User.
17. User may apply for a refund of the same within a period of 15 (fifteen) days from date of delivery by sending an e-mail to customersupport@extramarks.com. No User will be eligible for refund, after the expiry of above stated period of 15(fifteen) days and the decision of the Company in this regard shall be final and binding. The Company will issue refund for the eligible cases via cheque or NEFT or any other mode that the Company prefers. Under no circumstances, is the Company obligated to refund the amount by way of Cash.
18. The Company reserves the right to withdraw any and all of its products at any time, without any prior notice to the Customer and in the event of such withdrawal the User would be offered an option to opt for an alternate product/course or for a refund of the amount paid, via Cheque or NEFT or any other mode that the Company prefers.
19. If at any point of time, the Government increases tax rate applicable on the products and the programs, then amount of extra and additional taxes will be borne by the User from the date of enforcement of such increase in taxes by the Government.
20. In case of any dispute or difference between the User and the Company, regarding the interpretation of these terms and conditions or non-payment of any claim or any dispute arising out of or in pursuance of these terms and conditions, the same shall be referred to a sole Arbitrator, to be appointed by the Company. The proceedings shall be conducted at Delhi under the provisions of Arbitration & Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof and the Courts at Delhi only shall have the jurisdiction over the matter and/or for enforcement as the case may be. The User and the Company shall be

responsible to bear their respective costs and expenses in relation to any such arbitration proceeding. The fee of the sole arbitrator and/or any other cost incurred in the process of such Arbitration shall be shared between the User and the Company.

21. The User agrees to indemnify and hold the company, and its affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorney's fee, made by any third party due to or arising out of and including but not limited to, the content that the User submits, posts to or through the Service, the User's use of Service, Users violation of the terms hereunder or violation of any third party right, etc.
22. If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable
23. Any problems related to the device including but not limited to the tablet (Hardware), will be rectified/replaced by the device manufacturer only and the Company will not be liable for the same.
24. The Company does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the User whatever end-user warranty the manufacturer has made available to the User. The Company will only assist the User only in cases where the issues being faced by the Customer relates to the Digital Education content of the Company. Provided, under no circumstances will the Company be liable for the cost being claimed/charged by the Device Manufacturer for repairing the tablet/device.
25. The warranty facility being made available to the User by the manufacturer in addition to the terms and conditions of the end-user warranty of the manufacturer is further contingent upon the following conditions:
 - a. Warranty will be valid and made applicable only when the original duly filled 'TAX INVOICE' is presented together with the defective product.
 - b. Warranty of the product will not apply if the type or serial number on the product has been altered, removed or defaced.
 - c. The product warranty does not cover the damage caused to the product due to improper installation by customer and/ or connecting the product to any equipment not approved by the device manufacturer and deficiency in product performance due to electricity disturbances while charging the product.

- d. The product warranty does not cover the risk to the product caused by accident, lightening, water, fire, other acts of God, improper ventilation, dropping or excessive shock or any external cause that is beyond the Company & device manufacturer's control.
 - e. The warranty will not be applicable if the Customer has attempted to make unauthorized repairs to the tablet or has used unauthorized spare parts or the seals of the tablet casing or the cells are broken or show evidence of tampering.
 - f. The warranty will also not cover any physical damage to the surface of the product, including cracks or scratches on the LCD or camera lens.
26. The Company maintains the rights to synchronize the User's usage/assessment date/ application error logs for the Company's Services onto the Company's Cloud Server.
27. The User consents that by subscribing/using the Company' products, programs or any other services, it expressly allows the Company to improve pedagogy, learning outcomes, predictive learning and to store, use, analyze, distribute, or deal with in any other manner, as the Company deems appropriate, from the information/data captured by the Company through its unique pedagogy of learn, practice and test and from the Customer's usage of Company' products, programs or any other services as the Company, its associates or any third party as the Company may authorize.
28. The Terms constitute the entire agreement between the parties with respect to the subject matter thereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject.
- ☐ accept to all the terms and conditions mentioned above.
- ☐ I authorize Extramarks and/or its authorized representatives to contact me. This will override registry on Do Not Disturb (DND)/National Do Not Call (NDNC).