

Adeptify Technologies Private Limited, on behalf of itself and through its Directors, Shareholders, Management, Representatives and the entire core working team welcomes You to its Application which is known as Ultimate and the same is a Parenting Application and the said Application is working under the name and style of ULTI-MATE and the said is having its own distinguished Logo and the name and logo are protected under the Law of Land . That Adeptify Technologies Private Limited is the author, publisher and owner of Ultimate Parenting Application known by Ultimate That this Terms and Conditions of the Application are Applicable throughout the territory of India

That for the sake of Convenience and Brevity hereinafter the Ultimate Parenting Application is referred to as the App and the Parents signing and subscribing the same are hereinafter referred to as You/ Your and the management of Adeptify Technologies Private Limited is referred to as we / Our.

## Introduction and Brief Overview of the Application and its Features

Parenting Workshops App is designed for parents to facilitate and support them in their parenting journey. Parenting workshops are conducted on regular basis to give insights and tips about parenting. Parenting workshop topics will be made available on app with topic of workshop and details of joining. App provides option for parents to give child his/her own access through their profile to specific features. ULTI-MATE is designed for child use for a very limited time and Parents must decide if access is to be given to child or not. Child use of app must be monitored by parents and not by the app. All the content and recommendations given by ULTI-MATE are opinion of our experts and you should use your own judgement in practicing it. ULTI-MATE app is no way responsible for any harm or unwanted effect of content rendered to you. Some features of app can be used by child independently like Cognitive games, uploading of their reading minutes etc.

The content provided throughout the app, is collated from various sources and we may or may not be the author / owner of the Content in display. While the authenticity and accuracy check were done by ULTI-MATE team, However We are not responsible for any inaccurate information and any action taken based on inaccurate information. Please use your own judgement while taking any action on the basis of information rendered.

Virtue Week- ULTI-MATE provides parenting tips through Virtue week followed by Parenting workshop which essentially answers questions raised by users. Virtue Week sections provide insights of various parenting qualities to practice it on day to day basis. The workshop is a great source for parenting knowledge and tips. Parents can share their experience of following virtue instructions and seek advice through Q&A.

Parent-Child Activities- Activities are designed as per the child age range. If any activity rendered is not suitable for you, you can ignore the same as per your will, wish and consent. ULTI-MATE app is rendering you content on the basis of developmental needs of your child's age. You must use your own judgement and decide your own approach for execution of activity. Some part of content rendered in our app, is optional for your view. You can de-select such content from my account page, e.g. Shlok, Mudra etc. when such facility is made available. Activity videos shown on app is just visual way of showing how activity can be executed. It is just a suggestion. You

can use your way of executing activities that best suites to you. Activity photo or videos are rendered by app, wherever, it is most appropriate, and activity description is written in such a way, that you can execute the activity without video or photo. You can use your choice of material used in the video of activities and we are not recommending any specific brand or material. That ULTI-MATE focusses on overall skill development of your child and it no way is including or referring directly or indirectly to any Academic Development, Grades, Institutes, Schools, Colleges, Curriculum, etc.

That ULTI-MATE Provided various Activities including but not limited to Habit-Up, Roots and Traditions, Brain Booster, Creative Contents and the said Activities are Rendered by the App depending on the Age of the Child that You will input at the time of Signing in. That the said Activities are designed and videos of the same are provided by our experts who focus on the overall development of the Child. That the said Activities may be Home Activities which the child has to do in offline mode and then mark it as Completed in app and some are Online Activities as well. That the Videos in respect of the Activities will be visible by Parent and Child both. That the said Videos may be one of our Company or the same may be the Videos from third Party websites. That we do not certify the genuineness of the said videos. That after the Completion of the Activity the Child / You can mark it done and upload the videos and photographs of the said Activity. That uploading of the Photograph and video of the Child is not mandatory. That the Photograph and videos uploaded by the Child will require your parental Approval before it being finally uploaded. That for the relevant you will have to approve it / disapprove it within 3 days failing which the same shall be Auto Approved and Uploaded. Appropriateness of Photo and Video, if uploaded by you or your child during the activity completion stage feature or any other feature use, it must be checked by you within 3 days. If activity is marked as "Marked As Completed" through parent login, activity is not offered for approval again to parent for their approval and is auto approved and thus, photo and video uploaded for such completion, is also auto approved. Please exercise your caution while uploading photo and video for its appropriateness. That the said videos and photographs may be uploaded by you with your own will, wish and free consent and the same is not mandatory. ULTI-MATE does not validate appropriateness of photo or video uploaded by you and it is your responsibility to check the same.

If activity is marked as "Mark As Completed" through child login, activity is available in parent approval section and activity completion approval is to be given by parent within 3 days. If not approved within 3 days, such activity completion is assumed to be approved by parent. And any associated videos and photos uploaded by child against such activity, will be treated as per their selection, to be shared with other app users or not to be shared with other app users, made at the time of marking of "Mark as Complete" stage. It is not Ulti-Mate app's responsibility to check the appropriateness of video or photo uploaded by user. We recommend all the activities suggested by ULTI-MATE to be done under the supervision adults and parents. That if there is any possible injury to child if the activity is performed by the child in absence of supervision of parents then Adeptify shall not be liable and responsible in that situation and the same is due to negligence ULTI-MATE does not carry any responsibility of any harmful effect of doing the activity by user. ULTI-MATE app is providing audio for certain content to reduce screen time. User is encouraged to use the audio feature as appropriate.

Stories section- ULTI-MATE app provides you stories as per the developmental needs of your child and input from our experts. New Stories are rendered to you on regular basis and there is no fix frequency for rendering. You have a choice to read the story to your child and or listen to the story audio. ULTI-MATE app does not take any responsibility as how child perceives the story

or take any action on the basis of story and it is parent's responsibility to supervise child.

**Case Studies** Wherever applicable, we have case studies rendered for variety of businesses, business models, people and other topics around the world to make child aware of it. The content provided in case studies is collated from the content from various sources. While the authenticity and accuracy check were done by ULTI-MATE team, We are not responsible for any inaccurate information and any action taken based on inaccurate information. Please use your own judgement while taking any action on the basis of information rendered in Case studies.

**Reading minutes and Reading points** – This section is for you to record your child's reading habit and data for your benefit and encouraging. Reading minutes if updated regularly with all the information including optional information, ULTI-MATE app uses this data to provide you more insights about your child and personalized recommendations. ULTI-MATE app may use this data to show other users about the reading achievements of your child to encourage other users to use this feature.

**Achievement / Memories section** – User can upload child's Achievement data in various fields like Sports, Dance, drama etc. Child will receive points for each uploaded achievement. Any data uploaded by you in Achievement section is available for your personal reference. Your "Achievement" data is used by ULTI-MATE app for making app better and useful for you and to give insights for the benefit of your child. This data is not shared with other users of app unless you have given permission to ULTI-MATE or gave permission during participation of certain events. ULTI-MATE does not validate appropriateness of photo or video uploaded by you and it is your responsibility to check the same.

**Child Assessment-** ULTI-MATE app is giving user option to do self-assessment of their child using guidelines designed by our experts. You may refer to the same and with your own judgement, you can do your child assessment. This assessment is available only to be seen through parent login so that child can not see it. It is parent who should exercise control and not give parent login to child. Child assessment is rendered to user every quarter to re-assess the child in order for parent to know the progress made by child quarter over quarter. ULTI-MATE app does not guarantee progress of child but it is believed if all the content rendered by ULTI-MATE app used by user, parent should see positive progress in child. It is no way to be treated as only way to make child progress and parents to use their own methods for child development. ULTI-MATE app uses information provided by you for child assessment to provide you better experience. Your child assessment data is not shared with other users of app unless it is approved by you. If you want to delete your content on ULTI-MATE app, you may write to ULTI-MATE customer support with your request to delete your content and it will be done within 15 business days after acknowledging your request. Once your delete data request is processed, data cannot be retrieved again.

**Shlok** being given are suggestions from our experts. User (Parents) must use their own judgement as which shlok should be memorized, recited and how often it should be recited. ULTI-MATE app does not guarantee any benefit by memorizing or reciting the shlok's. Frequency of new Shlok rendering varies depending on child age and type of Shlok.

**Hand Mudra Disclaimers :** 1. The information on hand mudras is for informational purposes &

practicing with caution based on individual objectives. It is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always consult with a qualified healthcare provider before starting any new exercise, health, or wellness program. 2. The effectiveness of hand mudras can vary based on individual circumstances. 3. For children below age group 7, practice simple mudras like Dhyan, Gyan, Anjali, Lotus or Prithvi mudra and start with 2 to 5 minutes only. Don't force child, idea is they should enjoy process. Mudras are best used during meditation. 4. Parents and guardians are fully responsible for selecting and supervising the hand mudras practiced by their children safely and appropriately for their child's age, physical condition, and developmental stage. 5. All information is sourced from external websites, books, and other publicly available resources. Users are encouraged to verify & study information independently as well for specific objectives.

Dashboard: ULTI-MATE app provides you dashboard with reports that pertains to use of features of app. ULTI-MATE uses data uploaded by you on the app to generate reports. ULTI-MATE does not guarantee accuracy and completeness of data rendered on dashboard. Any reports, insights or recommendations given on the dashboard is only for reference purpose for parents and not be construed as Finality. ULTI-MATE is not responsible for any action taken by users on the basis by these dashboard reports. Basic dashboards are provided on child profile as well. ULTI-MATE will keep updating existing features and upload new features time to time for the benefit of users. Not all features are available for all the users. ULTI-MATE reserves the right to decide as what features should be rendered and not rendered.

## NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions and the privacy policy available at App before you decide to access the Website or avail the services made available on the App by Adeptify Technologies Private Limited . These Terms and the Privacy Policy together constitute a legal agreement ("Agreement") between you and Adeptify Technologies Private Limited in connection with your visit and subscription to the App and your use of the Services (as defined below). The Agreement applies to you whether you are - i. A Parent (whether an joint Cohabiting parents / Single Parent, etc) wishing to view, use, subscribe the app for your child, Children, etc ii. Otherwise a user of the App.

This Agreement applies to those services made available by Adeptify Technologies Private Limited on the App – ULTI-MATE ( Services), including to all the services, Activities, Workshop, activity kits etc as may be provided by the App for the overall development of your Child and other Parenting facilities as listed on the App. That the Services provided to You for your child / Children are Membership Driven and at the relevant time of signing in the Parenting Application You have to fill in the details as to Name. date of Birth, Standard of Study, etc) of your child / children as the case may be as the activities are rendered as per age of Child. That the Signing of the Parent Criteria needs to be done and the App can be logged in with a set of Digit Numerical Passcode, Fingerprint or Face Detection as may be available in your Phone / Tablet. That the OTP will be verified on the Mobile Number as may be provided by You. That there will be a Passcode for each Child and there will be only One Logging and there will be no separate logging for mother and father on same subscription. That from Different Mobile Number and Email and separate Subscription another account can be created by Parents as per their will, wish and consent. That the email Address and Mobile Number of Subscribing Parent will be demanded by the App. That this App is for Parents whose Children are from Nursery to Standard IXth irrespective of their Board and Curriculum. That the Child Cannot enter into the Application

unless the Passcode is provided by the Parents. That Parental Control of the Photo, video is by default provided in the Application. That the App provided parents to Assess its own Child / Children in their Own Parameters and the Parents can also design customised Activity for their own Child as well. That the terms and conditions of the app may change from time to time, at the sole discretion of Adeptify Technologies Private Limited, and the Agreement will apply to your visit to and your use of the App to avail the Service, as well as to all information provided by you on the App at any given point in time. This Agreement defines the terms and conditions under which you are allowed to use the App. If you have any questions about any part of the Agreement, feel free to contact us at Contact @adeptifytechnologies.com. By Subscribing to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the Terms and Conditions, Privacy Policy, as available on the App, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the App to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement. We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing. You should read the Agreement at regular intervals. Your use of the App following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the App or avail any Services. Your access to use of the App and the Services will be solely at the discretion of Adeptify Technologies Private Limited. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to: iii. the Indian Contract Act, 1872, iv. the (Indian) Information Technology Act, 2000, and v. the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and Information Technology (Intermediary Guidelines and Digital Ethics Code) Rules, 2021 (the "IG Rules").

#### • SCOPE OF SERVICES AS PROVIDED ON THE ULTI-MATE APP

**CONDITIONS OF USE** You must be 18 years of age or older to register, use the Services, or visit website or use the App in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to Adeptify Technologies Private Limited that you are 18 years of age or older, and that you have the right, authority and capacity to use the App and the Services available through the App, and agree to and abide by this Agreement. Further you also undertake and indemnify that the app and its services shall be used and utilized by you for your Child / Children only

• **TERMS OF USE APPLICABLE TO ALL USERS** The terms in this Clause 3 are applicable only to Users **END-USER ACCOUNT AND DATA PRIVACY** ☐ The terms "personal information" and "sensitive personal data or information" are defined under the SPI Rules, and are reproduced in the Privacy Policy. ☐ Adeptify Technologies Private Limited may by its Services, collect information relating to the devices through which you access the App, and anonymous data of your usage. The collected information will be used only for improving the quality of Adeptify Technologies Private Limited services and to build new services. ☐ The App allows Adeptify Technologies Private Limited to have access to registered Users' personal email or phone number, for communication purpose so as to provide you a better way for obtaining feedback in relation to the Services Provided.

¶ The Privacy Policy sets out, inter-alia: i. The type of information collected from Users, including sensitive personal data or information; ii. The purpose, means and modes of usage of such information; iii. How and to whom Adeptify Technologies Private Limited will disclose such information; and, iv. Other information mandated by the SPI Rules. ¶ The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of, inter-alia: i. the fact that certain information is being collected; ii. the purpose for which the information is being collected; iii. the intended recipients of the information; iv. the nature of collection and retention of the information; and v. the name and address of the agency that is collecting the information and the agency that will retain the information; and vi. the various rights available to such Users in respect of such information. ¶ Adeptify Technologies Private Limited shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to Adeptify Technologies Private Limited or to any other person acting on behalf of Adeptify Technologies Private Limited. ¶ The User is responsible for maintaining the confidentiality of the User's account access information and password, if the User is registered on the App. The User shall be responsible for all usage of the User's account and password, whether or not authorized by the User. The User shall immediately notify Adeptify Technologies Private Limited of any actual or suspected unauthorized use of the User's account or password. Although Adeptify Technologies Private Limited will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Adeptify Technologies Private Limited or such other parties as the case may be, due to any unauthorized use of your account. ¶ If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Adeptify Technologies Private Limited has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Adeptify Technologies Private Limited has the right to discontinue the Services to the User at its sole discretion. ¶ Adeptify Technologies Private Limited may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

**PAYMENT GATEWAY POLICY** Adeptify Technologies Private Limited offers a secure and convenient payment process through multiple payment gateways. The following terms apply to transactions processed through our payment gateways: 1. **ACCEPTED PAYMENT METHODS** We accept payments via [Credit Card, Debit Card, Net Banking, UPI, Wallets, etc.] using Razorpay or any other payment gateway, which will be visible at the time of payment. 2. **SECURITY** All payment transactions are processed through secure and encrypted gateways to ensure the safety of your information. We do not store your payment details on our servers unless authorized by you and for setting recurring payments. 3. **PAYMENT CONFIRMATION** Upon successful payment, you will receive a confirmation email containing your order details. Please retain this email for your records. 4. **CURRENCY** All transactions will be processed in [INDIAN RUPEES], and the customer is responsible for any currency conversion fees imposed by their payment provider. 5. **PAYMENT FAILURE** In case of payment failure, please retry using a different payment method or contact your bank for assistance. Adeptify Technologies Private Limited is not liable for any payment issues arising from the payment provider's system. 6. **CHARGEBACKS** Any chargebacks made without valid reason will be subject to investigation. We reserve the right to pursue legal action or recover the chargeback amount.

**RELEVANCE ALGORITHM** ¶ Adeptify Technologies Private Limited has various activities which list / render as per age of the Child as inputted by you and the same keep on changing as there are numerous activities. Adeptify Technologies Private Limited provides the said Activities in "as is" and "as available" basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). Adeptify Technologies Private Limited does not provide or make any representation,

warranty or guarantee, express or implied about the App or the Services. Adeptify Technologies Private Limited does not guarantee the accuracy or completeness of any content or information provided by Users on the App. To the fullest extent permitted by law, Adeptify Technologies Private Limited disclaims all liability arising out of the User's use or reliance upon the Services, representations and warranties made by other Users, the content or information provided by the App on the Website, or any opinion or suggestion given or expressed by Adeptify Technologies Private Limited or any User in relation to any User or services provided by such User.

**LISTING CONTENT AND DISSEMINATING INFORMATION** ☒ Adeptify Technologies Private Limited assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the App or the downloading of any material, data, text, images, video content, or audio content from the App. If a User is dissatisfied with the App, User's sole remedy is to discontinue using the App. ☒ If Adeptify Technologies Private Limited determines that you have provided fraudulent, inaccurate, or incomplete information, including through feedback, Adeptify Technologies Private Limited reserves the right to immediately suspend your access to the App or any of your accounts with Adeptify Technologies Private Limited

## Cancellation and Refund Policy

### Cancellation & Refund Policy - ULTI-MATE App

1. The ULTI-MATE - Parenting App may offer free trial period for first time users to experience the app's features. After the free trial period ends, you can choose to purchase a subscription to continue using the app or discontinue payment processing by removing payment details. That choosing to purchase the subscription is not mandatory. That You can also choose to not subscribe the app, however unless you do not subscribe you shall not be able to use all the services of the App. That subscription shall only be deemed to be completed after effective deductions of the Subscription Charges and till then you shall not be considered as a Valid and Effective Subscriber.

### Purchases Not Eligible for Return or Refund:

The following purchases are not eligible for refunds:

- Exceeded Timeframe: Refund requests made after 7 days from the payment date are ineligible.
- Expectation Mismatch: Refunds are not provided based on dissatisfaction with the product, if app features match the app description. We encourage users to read product details and try the free trial before purchasing.
- Unauthorized Payments: We do not offer refunds for unauthorized payments resulting from credit card fraud or other issues. For suspected fraud, we recommend contacting your bank or card issuer. Further in that case we also reserve our right for disclosure of such information to the competent Police Authorities.
- Regional Pricing or Promotional Differences: Refunds for pricing differences between regions or during different promotional periods are not available.
- Change of Mind: Refunds are not provided for users who change their mind after purchasing without asserting any prudent reason.
- Renewal Confusion: Refund requests due to users not realizing their subscription auto-renewed will not be accepted. Subscriptions can be cancelled at any time before the renewal date to avoid charges.
- Refusal to Troubleshoot: Refund requests due to technical issues will be denied if the customer refuses to cooperate with the ULTI-MATE

Support Team in troubleshooting the issue, including declining to provide sufficient problem descriptions or declining to attempt solutions offered.

### 3. Refund Eligibility Criteria

Refund requests are eligible under the following situations:

- **Technical Issues:** If the service has terminal technical issues and a solution is not provided within 12 working days, Adeptify will issue a refund for the purchase.
- **Purchase of Incorrect Plan:** If a customer accidentally purchases the wrong plan and later, purchases the correct plan, they are eligible for a refund on the original incorrect purchase.

However, in this case all the rights are reserved by Adeptify Technologies Pvt Ltd and whether to provide refund or not is the sole choice of Adeptify Technologies Pvt Ltd

### 4. HOW TO REQUEST A REFUND:

a) To request a refund, please contact us via following methods:

- **Email:** Send an email to [contact@adeptifytechnologies.com](mailto:contact@adeptifytechnologies.com)

b) Please have the following information ready:

- Your name, registered phone number, registered email ID
- Date of purchase
- Amount
- Order ID / invoice ID (found on invoice or order confirmation email)

### 5. REFUND PROCESS:

Upon receiving your request, our customer support team will verify that the request meets the eligibility criteria outlined in this policy. Once Adeptify confirms it as eligible refund, refund will be processed within 8-10 business days and credited back to the original payment method. If the subscription is active at the time of the refund request, the subscription will remain active till refund is proceed, once refund is processed your subscription will end. That deductions as per the Companies policy shall be done from and balance amount of refund shall be processed.

For automatic renewals, refunds can be processed if the request is made within the automatic billing period (usually 2 weeks before the next billing date). In such cases, the subsequent subscription period will not begin, but you can continue using the current subscription until it expires.

**Important Note:** Once a refund is issued, the corresponding access will be deactivated.

### 6. Mode of Refund:



- All eligible refunds will be processed through an online transfer in Indian Rupees only, credited to the original source account within 8-10 days after written confirmation from Adeptify.
- In no event, will the refund exceed the amount paid for the purchase.
- If the payment source used for the original transaction is no longer active, you will need to provide alternative bank account details. Adeptify is not responsible for crediting refunds to an incorrect account due to wrong details provided by you.

APP IS FOR SKILL DEVELOPMENT OF CHILD AND NOT CONCERNED WITH ACADEMICS AND ITS PERFORMANCE AND DOES NOT GURANTEEE THE SAME

That the ULTI-MATE App is for improving and betterment of overall Skill Development of the child and it provides Activities and other Allied skill developmental or skill facilitation services for Your Child / Children and it is not way concerned with the Academic or Academical Performances of the Child. That further Adeptify Technologies Private Limited or any of its management does not provide any express or implied guarantee that usage of the said App will improve Skill Development of the Child or will Improve Academic Performances of the Child / Children. It is hereby expressly clarified that, the Information that you obtain or receive from Adeptify Technologies Private Limited or the app is for informational purposes of your child only . In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information. The Services are not intended to be a substitute for Academics of the Children or the other assistance that child / Children may require for Academic performances.

PHOTOS AND VIDEOS OF ACTIVITY CAN BE UPLOADED BY CHILD AFTER PARENTAL APPROVAL

That after the Completion of the Activity the Child / You can mark it done and upload the videos and photographs of the said Activity. That uploading of the Photograph and video of the Child is not mandatory. That the Photograph and videos uploaded by the Child will require your parental Approval before it being finally uploaded. That for the relevant you will have to approve it / disapprove it within 3 days failing which the same shall be Auto Uploaded. That only when the Activity of the children is approved by the Parents, it gets Assigned. That the Photos and videos as Uploaded may be used by Adeptify Technologies Private Limited for promotion and other purposes.

ACHEIVEMENTS That the App provides a Section where in the Achievements of the Children at various Age and various fields can be recorded for a Memory which can be viewed by the registered Subscriber at any point of Time. CONTENT OWNERSHIP AND COPYRIGHT CONDITIONS OF ACCESS ☐ The contents listed on the App are (i) Adeptify Technologies Private Limited generated content, or (ii) belong to Adeptify Technologies Private Limited.(iii) Third Party unprotected contents which are not infringing any rights of any person / firm / organization. The information that is collected by Adeptify Technologies Private Limited directly or indirectly from the End- Users shall belong to Adeptify Technologies Private Limited. Copying of the copyrighted content published by Adeptify Technologies Private Limited on the Website / Web Application for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Adeptify Technologies Private Limited reserves its rights under applicable law accordingly. ☐ Adeptify Technologies Private Limited authorizes the User to view and access the content available on or from the App solely as per this Agreement. The contents of the App, information, text, graphics, images, logos, button icons, software code, design, and the collection,

arrangement and assembly of content on the Website (collectively, "Adeptify Technologies Private Limited Content"), are the property of Adeptify Technologies Private Limited and are protected under copyright, trademark and other laws. User shall not modify the Adeptify Technologies Private Limited Content or reproduce, display, publicly perform, distribute, or otherwise use the Adeptify Technologies Private Limited Content in any way for any public or commercial purpose or for personal gain. ☒ User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

• **PARENT AND CHILD INFORMATION** By using this App, you agree that any information shared by you with Adeptify Technologies Private Limited will be subject to our Privacy Policy. You are solely responsible for the content that you choose to submit for publication on the App, including any stories or recommendations, Photograph, Videos, Reviews, etc . Adeptify Technologies Private Limited disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations. Adeptify Technologies Private Limited shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms. Without prejudice to the detailed terms stated in Clause 5, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. Adeptify Technologies Private Limited, at its sole discretion, may choose not to publish your stories, if so required by applicable law, and in accordance with these Terms. You agree that Adeptify Technologies Private Limited may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of: i. Obtaining feedback in relation to Adeptify Technologies Private Limited services; and/or ii. Obtaining feedback in relation to Activities listed on the Application- ULTI-MATE; and/or iii. Resolving any complaints, information, or queries and you agree to provide your fullest co-operation further to such communication by Adeptify Technologies Private Limited. Adeptify Technologies Private Limited's Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

**PROFILE OWNERSHIP AND EDITING RIGHTS** Adeptify Technologies Private Limited ensures easy access to the Parents by providing a tool to update your profile information. Adeptify Technologies Private Limited reserves the right of ownership of all the profile and photographs and to moderate the changes or updates requested by Parents. However, Adeptify Technologies Private Limited takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using ULTI-MATE's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, Adeptify Technologies Private Limited may modify or delete parts of your profile information at its sole discretion with or without notice to you.

## SHIPPING POLICY

Workshops are delivered at regular intervals as per the subscription plan. Details of workshops, venue, date and time will be available on the app and details for attending the workshop like video links will be provided on registered email id.

Wherever subscribers have signup and paid for material kits to be shipped for execution of activities, such kits will be delivered 7 days after subscription payment has been credited. Access to the app is established through the sign up process. User can use their user id and password to access app.

## INDEPENDENT SERVICES

Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by Adeptify Technologies Private Limited

Adeptify Technologies Private Limited's REACH RIGHTS Adeptify Technologies Private Limited reserves the rights to display sponsored ads on the App. These ads would be "Sponsored ads". Without prejudice to the status of other content, Adeptify Technologies Private Limited will not be liable for the accuracy of information or the claims made in the Sponsored ads. Adeptify Technologies Private Limited does not encourage the Users to visit the Sponsored ads page or to avail any services from them. Adeptify Technologies Private Limited will not be liable for the services of the providers of the Sponsored ads. You represent and warrant that you will use these Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Adeptify Technologies Private Limited accepts no liability for the same.

**RIGHTS AND OBLIGATIONS RELATING TO CONTENT**

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o Users are also prohibited from: ☐ violating or attempting to violate the integrity or security of the App or any ULTI-MATE's Content; ☐ transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Adeptify Technologies Private Limited; ☐ intentionally submitting on the App any incomplete, false or inaccurate information; ☐ making any unsolicited communications to other Users; ☐ using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the App; ☐ attempting to decipher, decompile, disassemble or reverse engineer any part of the App; ☐ copying or duplicating in any manner any of the Adeptify Technologies Private Limited Content or other information available from the App; ☐ framing or hot linking or deep linking any Adeptify Technologies Private Limited Content. ☐ circumventing or disabling any digital rights management, usage rules, or other security features of the Software. Adeptify Technologies Private Limited, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, shall be entitled to disable such information that is in

contravention of Clauses. Adeptify Technologies Private Limited shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

- o In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, Adeptify Technologies Private Limited has the right to immediately terminate the access or usage rights of the User to the App and Services and to remove non-compliant information from the Website.
- o Adeptify Technologies Private Limited may disclose or transfer User-generated information to its affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer. The SPI Rules only permit Adeptify Technologies Private Limited to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Adeptify Technologies Private Limited as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Adeptify Technologies Private Limited or any person on its behalf and the User or where the User has consented to data transfer.
- o Adeptify Technologies Private Limited respects the intellectual property rights of others and we do not hold any responsibility for any violations of any intellectual property rights.

**TERMINATION**

- o Adeptify Technologies Private Limited reserves the right to suspend or terminate a User's access to the Application and the Services with or without notice and to exercise any other remedy available under law, in cases where,
  - Such User breaches any terms and conditions of the Agreement;
  - A third party reports violation of any of its right as a result of your use of the Services;
  - Adeptify Technologies Private Limited is unable to verify or authenticate any information provide to Adeptify Technologies Private Limited by a User;
  - Adeptify Technologies Private Limited has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such User; or
  - Adeptify Technologies Private Limited believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for Adeptify Technologies Private Limited or are contrary to the interests of the Website.
- o 6.2 Once temporarily suspended, indefinitely suspended or terminated, the User will not continue to use the App under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such User shall no longer have access to data, messages, files and other material kept on the App by such User.

**LIMITATION OF LIABILITY** In no event, including but not limited to negligence, shall Adeptify Technologies Private Limited or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the App or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost End-Users, even if such Protected Entity has been advised of the possibility of such damages. In no event shall the Protected Entities be liable for:

- . provision of or failure to provide all or any service to End- Users contacted or managed through the App;
- i. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the App;
- ii. any unauthorized access to or alteration of your transmissions or data; or
- iii. any other matter relating to the App or the Service.

In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or a User's use of the App or the Services exceed, in the aggregate Rs. 1000/- (Rupees One Thousand Only).

**RETENTION AND REMOVAL** Adeptify Technologies Private Limited may retain such information collected from Users from its Website or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the Rules. Computer web server logs may be preserved as long as administratively necessary.

**APPLICABLE LAW AND DISPUTE SETTLEMENT** o You agree that this Agreement and any contractual obligation between Adeptify Technologies Private Limited and You will be governed by the laws of India. o Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement, or your use of the App or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by Adeptify Technologies Private Limited. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, ( As Amended Up to Date). The seat of such arbitration shall be Pune. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute. o Subject to the above Clause 9.2, the courts at Pune shall have exclusive jurisdiction over any disputes arising out of or in relation to this Agreement, your use of the App or the Services or the information to which it gives access.

**CONTACT INFORMATION GRIEVANCE OFFICER** o 1If a User has any questions concerning Adeptify Technologies Private Limited, the App, this Agreement, the Services, or anything related to any of the foregoing, Adeptify Technologies Private Limited customer support can be reached at the following email address: [contact@adeptifytechnologies.com](mailto:contact@adeptifytechnologies.com) o In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the App or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer Mrs. Amruta Jog on email address [Amruta.jog@adeptifytechnologies.com](mailto:Amruta.jog@adeptifytechnologies.com) **SEVERABILITY** If any provision of the Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

**WAIVER** No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Adeptify Technologies Private Limited. Any consent by Adeptify Technologies Private Limited to, or a waiver by Adeptify Technologies Private Limited of any breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**CHANGES TO TERMS** The Adeptify Technologies Private Limited reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the App. Your continued use of the Platform constitutes your acceptance of the modified Terms.

**DISCLAIMERS** The Platform and all content, products, and services are provided "as is" and "as available" without any warranties of any kind, either express or implied. The Adeptify Technologies Private Limited does not guarantee that the Platform will be free of errors or interruptions.

**JURISDICTION** Publication of information found in App may be in violation of the laws of the country or jurisdiction from where you are using the App. That parents within the sovereign territory of India are permissible to sign in this App and that too for parenting purposes of their child/ Children. The Adeptify Technologies Pvt Ltd database is stored on a server in India, and is maintained in reference to the protections afforded under local law. Laws in your country or jurisdiction may not protect or allow the same kinds of speech or distribution. Adeptify Technologies Pvt Ltd does not encourage the violation of any laws; and cannot be responsible for any violations of such laws, should you link to this domain or use, reproduce, or republish the information contained herein. That the laws as prevailing in India only have exclusive Jurisdiction to try, entertain and decide any dispute arising in connection with the App and Court of Law at

Pune shall have sole Jurisdiction to try, entertain and decide any claim, dispute, complaint arising out of the present app or against the company i.e. Adeptify Technologies Pvt Ltd.

CONSENT That You hereby agree that you have read and understood the terms and conditions of use of this Application and unawareness of reading of the same cannot be permissible for raising any defence under whatsoever situation.