

## **Terms & Conditions**

The Mobile Application (as defined hereinafter), the Desktop Application (as defined hereinafter) and the Website (as defined hereinafter) are provided by Intuitive Sports Technologies & Applied Sciences Private Limited (“Company”), a company incorporated under the laws of India having CIN: U36999MH2022PTC386432 and its registered office at Flat No 1004, A-Wing, Laurel Mahindra Splendour, L B S Marg, Bhandup (W) Mumbai City MH 400078. In these Terms of Service, the term “User” refers to the Person using the Mobile Application and/or Desktop Application and/or the Website and/or procuring the Services offered by the Company.

Company offers the Mobile Application, Desktop Application, Website and the Services conditioned upon the User’s acceptance of these Terms of Service, and as amended from time to time. By procuring the Services from the Company, or by use of the Mobile Application and/or the Desktop Application and/or the Website the User agrees to be bound by these Terms of Service, as applicable, to the use of the Mobile Application, Desktop Application, Website, and the Services offered by the Company.

Please note that by use of the Mobile Application, Desktop Application, Website and the Services provided by the Company, the User agrees to be bound by the Additional Terms and other policies and rules applicable to the Products and the Services provided by the Company, in addition to these Terms of Service.

These Terms of Service apply to all Users of the Mobile Application, Desktop Application, Website and the Services provided by Company, except as may be specifically agreed otherwise in writing.

Please read these Terms of Service carefully before accessing or using the Mobile Application, Desktop Application, Website and the Services provided by Company. By accessing or using any part of the Mobile Application, Desktop Application, Website, or by the use of any portion of the Services provided by the Company, the User agrees to be bound by these Terms of Service. If the User does not agree in entirety to these Terms of Service, and other policies and rules as may be applicable, then the User shall not access or use the Mobile Application and/or the Desktop Application and/or the Website and/or the Services provided by the Company.

Any new product or services provided by Company, or any new features or tools which are added to the Mobile Application and/or Desktop Application and/or Website, unless specifically stated otherwise, be subject to these Terms of Service. The User can review the most current version of the Terms of Service at any time on the Mobile Application, Desktop Application and the Website of the Company. Company reserves the right to update, change or replace any part of these Terms of Service by posting such updates, changed or replacements to the Terms of Service uploaded on the Mobile Application, Desktop Application and the Website of the Company. It is

the User's responsibility to check the Mobile Application, Desktop Application and the Website of the company periodically for such changes and the Company shall not be responsible to the User if it fails to update itself with such changes. After the update, change or replacement of the Terms of Service, if the User continues the use of or access to the Mobile Application, Desktop Application, Website or the product or services from Company, it shall be deemed to be an acceptance of such updated, changed or replaced Terms of Service. .

### **1. Other applicable terms:**

These Terms of Service refer to, incorporate, and include the Privacy Policy of the Company available at [www.elevaresport.com](http://www.elevaresport.com) which sets out the terms on which Company shall process the personal data collected from the User, or provided by the User to the Company. By using the Products and the Services, the User consent to such processing and the User warrants that all data provided by the User is accurate.

### **2. About the Company:**

The Company through its Products (i) provides access to virtual sports coaching and training through videos ("Videos"); (ii) further provides feedback and analysis collected from Artificial Intelligence Software on the performance of the User, basis of the Videos as uploaded by the User ("AI") and (iii) such other services as may be provided by the Company from time to time (the "Services").

### **3. Definitions**

Capitalized terms, not defined elsewhere in these Terms of Service, shall mean as follows:

**"Additional Terms"** means the terms and conditions applicable for use of the Apple App Store / Google Play Store and/or any other platform where the Mobile Application or Desktop Application is made available for download;

**"Applicable Laws"** means all applicable (i) statutes, enactments, acts of legislature or parliament, laws, bye-laws, ordinances, rules, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of, or agreements with, any Governmental Authority or a recognized stock exchange; and (iii) international tax treaties, as may be in force from time to time;

**"Desktop Application"** means the computer application developed and operation by Company for providing the Services;

**"Fees"** means the fee payable for availing of the Services and usage of the Products, as specified by Company on the Website, Mobile Application or the Desktop Application;

“**Governmental Authority**” means any Indian or non-Indian court of competence, arbitral tribunal, legislative, executive or administrative agency or commission or other governmental or regulatory agency or authority or any securities exchange;

“**Intellectual Property Rights**” means:

- a) patents, trademarks, trade names, service marks, service names, logos, internet domain names, corporate names, rights in designs, copyright (including right in computer software) and moral rights, database rights, semiconductor topography rights, utility models, formulae, processes, trade secrets, proprietary information, rights in know-how and other intellectual property rights, in each case, whether registered or not and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- b) rights under licenses, consents, order or statutes or otherwise in relation to a right under paragraph (a);
- c) rights of the same or similar effect or nature as or to those under paragraph (a) and (b) which now or in the future may subsist;
- d) rights to sue for past infringements or any of the foregoing rights.

“**Mobile Application**” means the mobile application developed and operated by the Company for providing the Services;

“**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable law;

“**Products**” means, collectively, the Mobile Application, Desktop Application, the Website, and any other products provided by Company to the Users from time to time;

“**Website**” means the website developed and operated by Company for providing the Services.

#### **4. Changes to the Terms and Conditions**

4.1. The Company may revise these Terms of Service at any time by amending these Terms of Service. The User must check the Mobile Application, Desktop Application and the Website from time to time to take notice of any changes made to these Terms, as they are binding on the User.

4.2. The Company may, without prior notice, change the Services or the Products; add or remove functionalities or features; stop providing the Services or the Products, or features of the Services

or the Products, to the Users (specifically and generally); or create usage limits for the Services or the Products.

## **5. Acceptance of the Terms of Service**

5.1. The User agrees that the User shall be bound by these Terms by accessing/using the Products and/ or by availing the Services from the Company. If the User does not accept these Terms of Service, the User will not be permitted to open an account for availing of the Services or accessing/using the Products.

5.2. For the User's use/access of the Products, the Company grants the User a limited, non-exclusive, non-transferable license to install and/or use/access the Products. However, the User shall not copy the Products or any of its components.

5.3. The Company also grants the User a limited, non-exclusive, non-transferable license to access content on the Products which is owned by the Company. For using any content owned by a third party, the User shall require a license from such third party, and the Company does not license such content to the User and the User's use of content owned by a third party, is governed by applicable terms and conditions prescribed by such third party and the Company shall not be held liable for the same in any manner.

## **6. Conditions for Use**

6.1. By agreeing to these Terms of Service, a User (which such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract. Additionally, where the User is registering on behalf of, and is the authorized representative of, a company, partnership or any other legal entity, such User has been duly authorized by such entity and is permitted under Applicable Laws to accept these Terms of Service. In case the User is a natural person and is under the age of 18 years, such User shall use and access the Products and avail the Services under the supervision of an adult parent or legal guardian who agrees to be bound by the Terms of Service and this Privacy Policy. The User represents and warrants that the User has the full power and authority to accept the Terms of Service, access the Products and use the Services provided by the Company, under these Terms of Service and that these Terms of Service are enforceable against and binding upon the User. All Services and Products by the Company are governed by these Terms of Service. Where the Services and/or Products are availed by an entity, including but not limited to the company, partnership or any other legal entity, the User represents and warrants that such entity has the full power and authority to accept the Terms of Service and such Terms of Service shall bind such company, partnership or any other legal entity, as applicable.

6.2. In case the Company alters or amends the eligibility criteria to be registered for receiving the Services and the User no longer complies with the new eligibility criteria, as determined by the Company in its sole discretion, the User accepts that the Company may restrict or suspend the access to the Services without any liability for the Company. The User is solely responsible for ensuring that the User are in compliance with these Terms of Services.

6.3. The User agrees that the User shall, as required or instructed by the Company, update the Products (if so required) and / or any device to operate the Products, as may be instructed by the Company.

6.4. The User shall ensure that there are proper encryption and security measures at its respective desktop, mobile device or other device used to access the Products to prevent any hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to such information.

6.5. The User agrees and accepts that the Artificial Intelligence Software are third party contractors and are not employees or authorized personnel of the Company. The Company is not liable for any actions and omissions of the Artificial Intelligence Software and the User agrees to accept the Services provided by the Products and Artificial Intelligence Software at the risk of the User. The User shall not make any claims or demands against the Company in case of any losses, costs, damages or other charges suffered or incurred by the Users in connection with the Services or any injury suffered by the User for acting on the instructions as provided in respect of the Products and Services or with respect to any kind of informative videos uploaded on the Mobile Application, Desktop Application and the Website. Any kind of physical harm or injury caused to the User while following the instructions as a part of the Services is solely on the Users' consent and shall not be claimed by the User against the Company. The User shall by virtue of using the Mobile Application, Desktop Application and the Website understands that the instructions provided as part of using the Products are to be followed as per the instructions given and any failure on the part of the User to follow the same shall be to the sole account of the User.

6.6. The User agrees and accepts that the Videos and the Instructions uploaded on the Mobile Application, Desktop Application and the Website provide information and advice on instructional and educational basis only and is not meant for further resale or distribution by the User. Further, reliance on the advice or instruction does not guarantee or assure that the User shall necessarily have the skill of a professional player of the sport or allow the User to be selected on to any professional team or squad (either professionally or otherwise). The User shall not make any claim against the Company or the coaches in the Videos or Artificial Intelligence Software on any loss of opportunity, profits, losses or damages on this account.

## **7. Availability of the Services and the Products**

7.1. The User shall neither use the Services or the Products for any illegal or unauthorized purpose nor violate any Applicable Laws (including but not limited to copyright laws). The Company reserves the right to refuse or discontinue the Services or the Products to the User for any reason at any time and the User shall not raise a dispute or demur in this regard.

7.2. The User agrees and undertakes to pay the Fee for the Services, as displayed on the Products. The User agrees and accepts that the Company has arrangements with banks, financial institutions and payment processors for the collection of the Fees and the User shall strictly adhere to the terms of such banks, financial institutions and payment processors with respect to the payment of Fees. In case the Company is unable to collect the Fees from the User for any reason whatsoever, including, without limitation, on account of any technical malfunction, the User agrees and undertakes to promptly pay the Fee to the Company. In case of the non-payment of the Fees, the Company reserves the right to discontinue the Services and/or restrict the User's access to the Products.

7.3. The Fees for the Services, as displayed on the Products, are subject to change without notice. The Company reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the Services, it shall be deemed that the User has accepted such revised Fees.

7.4. The User agrees to promptly update the User's account and other information required by the Company, including the User's email address, mobile number, personal details, and details of a User's payment instrument, in connection with the provision of the Services. The User undertakes to provide all such information, documents, and data as may be required or instructed by the Company for the use of the Services.

7.5. The User will be required to setup an account with the Company on the Products for the use of the Services. The User will be required to provide personal details, login information, password and other information required by the Company in connection with the setup of the account. In case of any inaccuracy or material omission in the information provided by the User to the Company, the Company reserves the right to discontinue the provision of the Services or prevent the User's right to access the Products.

7.6. All Fees for the Services shall be payable in advance and the User is required to take note that once the User subscribes to the Services, in whole or in part, offered on the Product, any Fees paid by the User towards the same shall be non-refundable. Any determination by the Company on any refund of the Fees to the User shall be final and binding on the User. Please

note that the Company shall not bear any cost and expenses incurred by the User for availing the Services and using the Products. In case the Company introduces any future product or service, the Company shall separately notify the terms of refund and payments applicable to such product or service.

## **8. Restrictions on the use of the Products**

8.1. The Company provides the Products for use by the Users and for availing the Services that are provided by the Company. The User agrees that the User shall not use the Products or the Services in any manner inconsistent with these Terms of Service, or in breach of Applicable Laws.

8.2. The availability of the Products or the Services is subject to the maintenance of an active computer / mobile phone, electricity, internet connection and other utilities or infrastructure, as may be necessary. The User is solely responsible for all liability arising from the unavailability of the Products, or the Services due to a deficient or defective computer / mobile handset or the internet service provider or lack of an electricity connection or any other utility or infrastructure.

8.3. The User shall be solely responsible for the confidentiality, safety and security of the User account opened by the User. The User shall be the sole owner of the username and password and shall be responsible for the consequences arising out of disclosure of the username and password and/or the unauthorized use of User's account. In case the username and the password associated with the User's account is lost/stolen/misplaced/hacked/no longer in the User's control, the User shall promptly inform the Company. The Company will upon receipt of such information block the relevant account.

8.4. The User shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Products or any component or content thereof, available to any third parties without the prior written consent of the Company.

8.5. The User shall not circumvent or disable any digital rights management, usage rules, or other security features of Products; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Products and not use the Products in a manner that threatens the integrity, performance, or availability of the Products.

8.6. Without limiting the foregoing, the User agrees that the User shall not use the Products, or the Services to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:

- (a) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- (b) Infringes any patent, trademark, copyright or other proprietary rights;
- (c) contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
- (d) Advertises or offers to sell any goods or services for any commercial purpose;
- (e) is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- (f) Falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material.
- (g) violates any law for the time being in force;
- (h) belongs to another Person upon which the User does not have any right;
- (i) interferes with or disrupts the Products or the Company or any other person's websites, servers, or networks;
- (j) Impersonate any other person;
- (k) Harms minors in any way;
- (l) Forges headers or manipulates identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate the User's presence on its websites;
- (m) engages in any illegal activities;
- (n) Is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a Person, entity or agency for financial gain or to cause any injury to any Person;
- (o) defame the Company and its employees, officers, directors, agents, partners, coaches and service providers, including without limitation, by posting any defamatory content on any social media;



- (p) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents the investigation of any offence or insults any other nation.

8.7. The User shall not attempt to or engage in any activity that may:

- (a) Reverse engineer, decompile or otherwise extract the source code related to the Products;
- (b) Use any robot, spider, retrieval platform, or other device to retrieve or index any portion of the Products or content thereof;
- (c) Collect information about other Users for any illegal or unlawful purpose;
- (d) Create any User accounts by automated means or under false or fraudulent pretenses for using the Products and the Services;
- (e) Transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through the Products;
- (f) use the Products in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Products, or interfere with any other third party Person's use and enjoyment of the Products;
- (g) Carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Products or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Products or any part of the Products or any other User of the Products;

8.8. The User shall not use the Products or the Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, or public policy or for any purpose that might negatively prejudice the goodwill of the Company and the coaches in the Videos or violate the Terms of Service.

## **9. The Company's rights**

9.1. The Company reserves the right to suspend/discontinue the Products, Services and any other products/services to the User and/or to sever its relationship with the User, at any time, for any cause, including, but not limited, to the following:

- (a) For any suspected violation of the rules, regulations, orders, directions, notifications, laws, statutes, from time to time or for any violation of the terms and conditions mentioned in these Terms of Service.
- (b) For any suspected discrepancy in the particular(s), documentation or information provided by the User;
- (c) To combat potential fraud, sabotage, willful destruction, threat to national security, for any other force majeure reasons etc.
- (d) If the same is due to technical failure, modification, up-gradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- (e) If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
- (f) If the User indulges in any abusive or aggressive or threatening behavior or any act or any intimidation or harassment of any kind (be it verbal or physical or written) against any employee / representative / agent of the Company, the coaches or any other User; and
- (g) If the Company believes, in its reasonable opinion, that cessation/ suspension is necessary.

## **10. Accuracy of information**

10.1. The Company is not responsible if information made available on the Products (including any information in relation to the Services) is not accurate, complete or current. The material on the Product is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting, primary, more accurate, more complete or more-timely sources of information. Any reliance on the material on the Product (including any information in relation to the Services) is at the User's own risk.

10.2. The Products may contain certain historical information. Historical information, necessarily, is not current and is provided for the User's reference only. The Company reserves the right to modify the contents of the Product at any time, but the Company has no obligation to update any information on the Products. The User agrees that it is the User's responsibility to monitor changes to the Products or any other information provided in connection with the Services.

10.3. The Company undertakes no obligation to update, amend or clarify information in the Products or on any related website, or in relation to the Services, except as required by Applicable Laws. No specified update or refresh date applied in the Product or on any related

website, should be taken to indicate that all information in the Company or on any related website has been modified or updated.

## **11. Warranties**

11.1. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Product or any data/content, including without limitation, the Services. While the Company may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to its Products/Services, the Company does not warrant that Products/Services or any content/data will be provided uninterrupted or free from errors or that any identified defect will be immediately corrected. Further, no warranty is given that Products/Services or any data/content are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. The Company provides the Products, the Services and other products/services on “as is”, “where is”, “with all faults” basis.

11.2. The User acknowledges that he/she/it has not solely relied on any representation/warranty made by the Company, service providers, subcontractors or agents and has made independent assessment of the Products and the Services. It is the User’s responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Products or on the Internet generally.

**ALL OTHER WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR USAGE OR FOR THE INTENDED USE THEREOF ARE EXPRESSLY EXCLUDED IN CONNECTION WITH THE USE OF THE PRODUCTS OR SERVICES.**

## **12. Exclusions of liability**

12.1. Notwithstanding anything to the contrary, the Company, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to the User or any other Person for:

- (a) any indirect, incidental, special, consequential, punitive or economic loss, expense or damage arising from or in connection with any access, use or the inability to access or use the Products, the Services or any other products/services of the Company and data/content or reliance on those, howsoever caused and regardless of the form of action (including tort or strict liability);

- (b) any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
- (c) any loss or damage arising as a result of a disclosure/sharing or hacking of the User's login details and password, and any improper usage, failure or malfunction of any computer or mobile phone, unavailability of an electricity connection, other telecommunications equipment, any other services or equipment necessary to access the Company's Services and the Products.

12.2. The Company shall not be liable for any inconvenience, loss, cost, damage or injury suffered by the User or any third Person arising from or caused by:

- (a) act or omission of any third party including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing;
- (b) the use of the Company's Products and Services by third Persons, whether authorized or unauthorized by the User;
- (c) theft or loss of the User's data, the User's login details and password, hardware and/or equipment on which the Products are accessed or operated;
- (d) the User being deprived of the use of the Products and the Services as a consequence of any act or omission by the Company for any reason including but not limited to compliance with any applicable laws and/or regulations and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT, SHALL THE COMPANY OR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS AND/OR PERSONNEL, BE LIABLE TO THE USER OR ANY PERSON FOR ANY DAMAGES, LIABILITIES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO: (I) THESE TERMS OF SERVICE, THE SERVICES, THE PRODUCTS, OR ANY REFERENCE SITE OR APPLICATION; OR (II) THE USER'S USE OR INABILITY TO USE THE SERVICES, THE PRODUCTS, OR OTHER PRODUCTS OR SERVICES OF THE COMPANY OR ANY REFERENCE SITE; OR (III) ANY OTHER INTERACTIONS WITH THE COMPANY; HOWEVER CAUSED AND WHETHER ARISING IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE, BEYOND OR IN EXCESS OF THE FEES

PAID BY THE USER, AS MAY BE PERMITTED UNDER APPLICABLE LAWS, WHICHEVER IS LESS.

12.3. The Company shall make all best efforts to provide uninterrupted services subject to down time and regular maintenance. Notwithstanding anything in these Terms of Service, the User acknowledges that the Products and the Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro. The Company shall adopt all such best technical and non-technical security measures that it considers are appropriate and are the same as that is prevalent in the industry to render the Services, however the Company does not guarantee that such security measures cannot be subverted to gain unauthorized access. In the event of interruption to the Services or loss of use and/or access to the Products, the Company shall use best endeavors to restore the Services and/or access to the Products as soon as reasonably possible.

12.4. The Company is not responsible for any information or content uploaded by the User on the Products. The Company is not responsible for any direct or indirect damages or losses caused to the User, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Products. It is solely the User's responsibility to evaluate the accuracy, reliability, completeness and usefulness of information and content available on the Products that is used by the User.

### **13. Third party services**

13.1. The Company may provide the User with access to third-party tools and services and certain content, products and services made available by the Company may include materials from third- parties which the Company neither monitor nor have any control over. Third-party links on the Product may direct the User to third-party websites that are not affiliated with the Company and the Company shall not be held liable in any manner in that respect.

13.2. The User acknowledges and agrees that the Company provides access to such links, website, tools and services on "as is" and "as available" basis without any warranties, representations or conditions of any kind and without any endorsement and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any materials, products, or services of third-parties. The Company shall have no liability whatsoever arising from or relating to the User's use of third-party tools and services. The User is requested to review the third-party's policies and practices carefully and make sure that the User understands them. Complaints, concerns, or questions regarding third-party products should be directed to the third-party.

## **14. Viruses**

14.1. The User will be responsible for introduction of any viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful to the Products. The User shall not attempt to gain unauthorized access to the Products, the server on which the Products is stored or any server, computer or database connected to the Products. By breaching this provision, the User would commit a criminal offence under the Information Technology Act, 2000 and other relevant provisions of law. The Company will report any such breach to the relevant law enforcement authorities and the Company will co-operate with such Governmental Authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the Products and the Services will cease immediately.

14.2. The Company will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack or other technologically harmful material that may infect the User's computer equipment, computer programs, data or other proprietary material due to the User's use of the Products or the User's downloading of any information and content on it, or on any website linked to it.

14.3. The User should use the User's own virus protection software. The Company cannot and do not guarantee or warrant that files available for downloading from the Products will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

## **15. Personal information**

The User's submission of personal information through the Products is governed by the Company's Privacy Policy as available on: \_\_\_\_\_.

## **16. Intellectual property**

16.1. All Intellectual Property Rights in the Products or the Services belong to the Company or the applicable third-party owner of such rights. Nothing in these Terms of Service shall operate to transfer any Intellectual Property Rights beyond the specific licenses, as may be specifically agreed in writing. The Company retains ownership of all right, title to, and interest in any and all Intellectual Property Rights developed, owned, licensed or created by the Company.

16.2. No part or parts of the Products may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without the Company's prior written permission. The User may view, print or use the Company's content for personal, non-commercial use only, provided further that the User does not modify the content and that the User retains all copyright notices and other proprietary notices contained in the content.

16.3. The User shall not claim any rights or interest in the Intellectual Property Rights of the Company or in connection with any other services, features or product offered by the Company to the User, including without limitation, the Products or the Services (including the Videos). In no event shall the User alter, tamper, vary, modify, change, disassemble, decompile, or reverse engineer Intellectual Property Rights of the Company (including without limitation any Intellectual Property Rights licensed to the Company by any other Person) (collectively, "IP Property"), or permit others to do so. Altering, tampering, varying, modifying, changing, disassembling, decompiling and reverse engineering include, without limitation:

- (a) Converting the IP Property from a machine-readable form into a human-readable form;
- (b) disassembling or decompiling the IP Property by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof;
- (c) Examining the machine-readable object code that controls the IP Property's operation and creating the original source code or any approximation thereof by, for example, studying the IP Property's behavior in response to a variety of inputs;
- (d) performing any other activity related to the IP Property that could be construed to be reverse engineering, disassembling, or decompiling; or
- (e) making any alteration or change to the IP Property without the express prior written consent of the Company.

## **17. Indemnification**

The User agree to indemnify, defend and hold harmless the Company and their respective parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, coaches, interns and employees ("Indemnified Parties"), from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of the User's breach of these Terms of Service or the documents they incorporate by reference, or the User's violation of any law or the rights of a third-party.

## **18. Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **19. Waiver**

If the Company does not exercise a right under these Terms of Service, it shall not constitute a waiver of such right. Waiver of any right, remedy or breach of any subject matter contained in these Terms of Service shall not be viewed as a waiver by the Company of other rights, remedies or breaches, unless specifically agreed by the Company in writing.

## **20. Force Majeure**

20.1. For purposes of these Terms of Service, “Force Majeure Event” means any event or circumstance, regardless of whether it was foreseeable (including without limitation an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; pandemic, epidemic, lock-down; government restrictions (including the denial or cancellation of any export or other license); criminal, revolutionary, or terrorist activity), that: (a) was not caused by a party and, (b) prevents that party from complying with any of its obligations pursuant to these Terms of Service (other than an obligation to pay money) or provision of the Services.

20.2. If a Force Majeure Event occurs, the party that is prevented from performing (the “Nonperforming Party”) will be excused from performing those obligations rendered unperformable by the Force Majeure Event. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance pursuant to these Terms of Service.



## **21. Relationship of the parties**

The User agree that no joint venture, partnership, employment, or agency relationship exists between the User and the Company as a result of these Terms of Service, the User's use of the Products, or the availing of Services from the Company.

## **22. Assignment**

The User shall not assign or transfer the rights and obligations of the User under these Terms of Service, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without the Company's prior written consent and the Company may assign or transfer the rights and obligations contained in these Terms of Service to any Person, in its sole discretion.

## **23. Governing law and jurisdiction**

These Terms of Service will be governed by the laws of the India and the Courts at Mumbai shall have the exclusive jurisdiction to adjudicate any dispute arising in respect of or in relation to this Terms of Service.

## **24. Confidentiality**

For the purposes of this Terms of Service, the term "Confidential Information" shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers and statements and trade secret of the User relating to its business practices and considered to be confidential and proprietary information. The Company shall strictly safeguard the Confidential Information and shall take all the necessary action to protect it against misuse. The Company shall be entitled to disclose the Confidential Information where:

- (a) Where such Confidential Information is in or enters the public domain without the Company's default;
- (b) Where such Confidential Information is known to the Company at the time of first receipt, or thereafter becomes known to the Company prior to such disclosure without similar restrictions from a source other than the User, as evidenced by written records;

(c) Where such Confidential Information is disclosed to employees, consultants, auditors, advisors and shareholders of the Company who are under a duty of confidentiality, or pursuant to Applicable Law or order of any Governmental Authority;

(d) Where such Confidential Information is required to be disclosed to partners of the Company for the provision of Services (including, without limitation, any services to be provided by the partners).

In case the User comes into possession of any Confidential Information of the Company the User shall safeguard the same and shall not disclose such Confidential Information without the prior written consent of the Company.

## **25. Contact Information**

25.1. Questions about these Terms of Service should be sent to the Company to\_\_\_\_\_. Any notices to the Company in connection with the Products or these Terms of Service must be sent to the details given below:

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25.2. Notice shall be sent to the contact address set forth here (as such may be changed by notice given to the other party), and shall be deemed delivered as of the date of actual receipt.

25.3. The Company may give telephonic notice to the User by calls to appropriate numbers, by messaging to the telephone number, or by an email to the email address of the User available on record with the Company. The User's agree that in case there are any changes in any information provided by the User to the Company, including the User's phone number, e-mail address and other contact details, the User will be solely responsible to update them regularly. The User agrees that all agreements, notices, disclosures and other communications that Company provide to the Users electronically satisfy any legal requirement that such communications be in writing. If the Company sends any communication by e-mail or to the User's phone number, it shall be sent to the User's e-mail address or phone number available on the records created by the User on the Products and it shall be deemed to have been received by the User once it is reflected as sent in the outbox of the e-mail id or at the time of dispatch of the message.

## **26. Cumulative rights**

The rights and remedies of the Company provided in this Terms of Service are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

