

# Terms and Conditions

This is an agreement between Indiannica Learning Private Limited., a subsidiary of Navneet Education Limited), which has been a pioneer in creating products that foster exploratory learning, guiding learners to attain the right attitude to seeking knowledge. (“Indiannica”, “We”, “we”, “Us”, “us” “Our”, or “our”), the owner and operator of the Indiannica Learning Application, and the Indiannica software (collectively, including all content provided by Indiannica through the App including the App and any other services provided through the App referred to as the “App”, “Service” or “Services”), and you (“User”, “You” or “Your”), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF USE AND Indiannica’s PRIVACY POLICY (hereinafter collectively referred to as “Terms”, “Terms of Use”, “Privacy Policy”), WHICH HAS BEEN INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms, you may not use the Service.

1. By downloading or using the Services, these terms will automatically apply to You. You should make sure therefore that You read them carefully before using our Services. We are offering these Services to You to use for your own personal use, but You should be aware that you cannot send this to anyone else except as per the parameters set out in the Learning App itself, and You are not allowed to copy, or modify our Services, any part of the Services, or our trademarks or partner trademarks in any manner. You are not allowed to attempt to extract the source code of our Services, and You are also not allowed to try to translate the App into other languages or make derivative versions. All the trademarks, copyright, database rights and other intellectual property rights related to our Services, still belong to Indiannica Learning Pvt Ltd (“Indiannica”). It is implied that all information, content and material, including the software, text, images, graphics, video and audio, contained in the App are owned by Indiannica and/or its affiliates, licensors. No information, content or material from our products and services may be reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from Indiannica and nothing in this App shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to Indiannica, to any User. You may own the medium on which the information, content or materials resides, but Indiannica retains full and complete title to the information, content or materials and all intellectual property rights therein.

2. These Terms of Use apply to all Users of the App. Information provided by our Users through the App may contain links to third party websites that are not owned or controlled by Indiannica. Indiannica has no control over, and assumes no responsibility for, the content, privacy policies, or

practices of any third-party websites. In addition, Indiannica will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly acknowledge and agree that Indiannica shall not be responsible for any damages, claims or other liability arising from or related to Your use of any third-party website.

**3. Your use of Our Services provided for herein through this App is solely for your personal and non-commercial usage. At no time, the same shall be used or caused to be used by You for any commercial purposes.**

**4. In order to use most aspects of the Services, you must register for and maintain an active personal user Services Account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Indiannica certain personal information, such as your name, address, mobile phone number, as well as at least one valid payment method (either a credit card or accepted payment partner) at the time of making payment. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or Indiannica’s termination of these Terms and thereby your use of Our Services. You are responsible for all activity that occurs under your Account, and you always agree to maintain the security and secrecy of your Account username and password. Unless otherwise permitted by Indiannica in writing, you may only possess one Account. Indiannica will not be responsible for any consequence that arises as a result of misuse of any kind of our App that may occur by virtue of any person including a minor using the same. By using the App, you warrant that all the data provided by you is accurate and complete and that you have obtained the consent of parent/legal guardian (in case of minors). Indiannica reserves the right to terminate your subscription and / or refuse to provide You with access to Our Services if it is discovered that You are under the age of 18 years and the consent to use the products or services is not made by your parent/legal guardian or any information provided by you is inaccurate.**

**5. Indiannica is committed to ensuring that the App is as useful and efficient as possible. For that reason, we reserve the right to make changes to the App or to charge or Services, at any time and for any reason. We will never charge you for the App or Services without making it very clear to You exactly what the charge is for.**

**6. The right to use the App is personal to the User and is not transferable to any other person or entity. The User shall be responsible for protecting the confidentiality of User's password(s), if any. User understands and acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of Indiannica, and Indiannica shall not be responsible for any data lost while transmitting information on the Internet.**

**7. The App stores and processes personal data that you have provided to us so that you can have a better experience while using the App. The personal data is used for analytics purposes and may be used to send to You, important communications, notifications, offers etc. It is Your responsibility to keep Your phone and access to the app secure. We therefore recommend that You do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of Your device. It could make Your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the App won't work properly or at all.**

**7. How does Indiannica use the personal data?**

**7.1 Depending on how you use our App, your interactions with us, and the permissions you give us, the purposes for which we use your personal data include:**

**7.1.1 To fulfil any orders or requests;**

**7.1.2 To maintain Your personal profile and ensure a personalised experience of the website;**

**7.1.3 To manage or respond to any queries or complaints to our customer service team;**

**7.1.4 To improve and maintain our App, and monitor their usage;**

**7.1.5 For the purposes of market research;**

**7.1.6 To comply with any legal or contractual obligations that we may have;**

**7.1.7 To investigate breaches of our Contract, Policies or Terms & Conditions.**

**7.1.8 For the purposes of pseudonymisation of the data for anonymous use of it for market research, analytics, etc.**

## **8. Legal Basis for Collecting Information**

**8.1 As general practice, we only collect personal information for processing operations that have a legal basis. These may be:**

**8.1.1 For the performance of a contract to which the User is a party;**

**8.1.2 For the performance of pre-contractual measures. For example, inquiries concerning our services;**

**8.1.3 If we are subject to a legal obligation by which processing of personal information is required;**

**8.1.4 The processing of personal information may sometimes be necessary in order to protect the vital interests of the User. For example, if a visitor were injured in our company and his name, age, health insurance data or other vital information would have to be passed on to a doctor, hospital or other third party**

**8.1.5 The processing of personal information may also be carried out by us or a third party that we have partnered up with, in pursuit of our legitimate business interests;**

## **9. User Rights**

**9.1 You have certain rights in respect of y\Your personal information, including the right to access, correct, restrict, and request the erasure of y\Your personal information, and obtain a copy of it in a machine-readable format. These rights are required by applicable law. In this regard, You should note:**

**9.1.1 You have the right to know what personal information we maintain about You;**

**9.1.2 We will provide y\You with a copy of y\Your personal information in a structured, commonly used and machine-readable format on request;**

**9.1.3 If Your personal information is incorrect or incomplete, You have the right to ask us to update it;**

**9.1.4 You have the right to object to our processing of Your personal information;**

**9.1.5 You can also ask us to delete or restrict how we use Your personal information, but this right is determined by applicable law and may impact Your access to some of our services;**

**9.1.6 You can have the right to access Your personal information;**

**9.1.7 You have a right to object to processing of Your personal information where it is so conducted by automated means and involves any kind of decision-making**

**9.2 We will comply with any requests to exercise Your rights in accordance with applicable law. Please be aware, however, that there are a number of limitations to these rights, and there may be circumstances where we are not able to comply with Your request. To make any requests regarding your Personal Information, or if You have any questions or concerns regarding Your Personal Information, You should contact our Data Protection Officer. Details of the Data Protection Officer are given below:**

## **10. Children**

**10.1 Our Services are not intended for users under 13 years. We recommend that parents supervise their children if they are online and/or are using our Services. There are various control tools available for online services that we advise parents to utilise in order to create a child-friendly online environment for their children.**

**11. You should be aware that there are certain things that Indiannica will not take responsibility for. Certain functions of the App, such as for downloading some videos/ content will require the App to have an active internet connection. Some other functionalities of the App might be affected in absence of an active internet connectivity. The connection can be Wi-Fi, or provided by Your mobile**

network provider, but Indiannica cannot take responsibility for the App not working at full functionality if You don't have access to an active internet connection, and You don't have any of Your data allowance left.

If You are using the App outside of an area with an active internet connection, You should remember that Your terms of agreement with Your mobile network provider will still apply. As a result, You may be charged by Your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third-party charges. In using the App, You are accepting responsibility for any such charges, including roaming data charges if You use the App outside of Your home territory (i.e. region or country) without turning off data roaming. If You are not the bill payer for the device on which You are using the App, please be aware that You must obtain the permission from the bill payer for using the App.

## **12. User Conduct**

**12.1 The User undertakes without limitation, not to use or permit anyone else to use the App:**

**12.1.1 to upload, send or receive any information for which You have not obtained all necessary license and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;**

**12.1.2 to upload, send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, malicious software, harmful data, or anything else which may interrupt, interfere with, corrupt or otherwise cause loss, damage, destruction or limitation to the functionality of any software or computer equipment);**



**12.1.3 to intercept or attempt to intercept any communications transmitted by way of a telecommunication system (a) for a purpose other than which we have designed them or intended them to be used; (b) for any fraudulent purposes; (c) in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity;**

**12.1.4 to upload, send or receive any material, which is not civil or tasteful;**

**12.1.5 to upload, send or receive any material, including User Content, which is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, sexist, homophobic, transphobic, infringing, pornographic, violent, misleading, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory or of a libellous nature of any person or entity, in contempt of court or in breach of confidence, or which infringes the rights of another person or entity, including copyrights, trademarks, trade secrets, patents, rights of personality, publicity or privacy or any other third party rights;**

**12.1.6 to cause annoyance, inconvenience or needless anxiety.**

**12.2 The following uses of the APP are expressly prohibited, and You undertake not to do (or to permit anyone else to do) any of the following:**

**12.2.1 resell the Services or Site;**

**14.2.2 furnish false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;**

**12.2.3 attempt to circumvent our security or network including accessing data not intended for You, logging into a server or Account You are not expressly authorized to access, or probe the security of other networks (such as running a port scan);**

**12.2.4 access the Services (or Site) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large burden on our infrastructure or that otherwise interrupts or interferes with its functionality, efficiency or operation;**

**12.2.5 create or forward "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings;**

**12.2.6 send malicious email, including flooding a user or site with very large or numerous emails;**

**12.2.7 enter into fraudulent interactions or transactions with us, a Seller or a Merchant (which shall include entering into interactions or transactions purportedly on behalf of a third party where You have no authority to bind that third party or You are pretending to be a third party);**

**12.2.8 use the App (or any relevant functionality of either of them) in breach of this Agreement;**

**12.2.9 use the App in an unauthorized manner, or forge, mail header information;**

**12.2.10 engage in any unlawful or criminal activity in connection with the use of the App and/or the Site or any Voucher; or**

**12.2.11 copy or use any User Content for any commercial purposes;**

**12.3 Any conduct by a User that in Indiannica's exclusive discretion is in breach of the Terms of Use or which restricts or inhibits any other User from using or enjoying our Services is strictly prohibited. The User shall not use this App to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Website or mobile application to become users of other online or offline services directly or indirectly competitive or potentially in competition with Indiannica.**

**12.4 Indiannica reserves the right to prevent You from using any of the Services (or any part of thereof) and to prevent You from making any purchase, if Your conduct is found to be in question or contravention of such Terms as mentioned above or in this Agreement.**

## **13. Updates**

**13.1** At some point we may wish to update the App. The App is currently available on Android and iOS – the requirements for both systems (and for any additional systems we decide to extend the availability of the app to) may change, and You will need to download the updates if You want to keep using the App. Indiannica does not promise that it will always update the App so that it is relevant to You and/or works with the iOS/Android version that You have installed on Your device. However, You promise to always accept updates to the App when offered to you, we may also wish to stop providing the App and may terminate use of it at any time without giving notice of such termination. Unless we tell You otherwise, upon any termination, (a) the rights and licenses granted to You in these terms will end; (b) You must stop using the App, and (if needed) delete it from your device.

## **14. Information Sharing**

**14.1** In certain situations, Indiannica may, in good faith and belief share an User's information with any third party without obtaining their prior consent. These circumstances could be as follows:

**14.1.1** When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences.

**14.1.2** We may present information to our advertisers to help them understand our audience and confirm the value of advertising on our Services, however it is usually in the form of aggregated statistics on traffic to various pages within our site.

**14.1.3 We may share information where we believe it is necessary in order to investigate, prevent, or act against any illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.**

**14.1.4 If Indiannica sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Indiannica may transfer Your information to the party or parties involved in the transaction as part of that transaction.**

## **15. Protection of Information**

**15.1 All information gathered by us is securely stored within our database, to avoid any misuse and alteration of the information under our control. The database is stored on servers secured behind a firewall, access to such servers being password-protected and strictly limited to need-to-know basis. However, we understand that as effective as our security measures are, no security system is impenetrable. Thus, we cannot guarantee the security of our database, nor can we guarantee that the information You supply will not be intercepted while being transmitted to us over the Internet.**

**15.2 Our Services are scanned on a regular basis for security holes and known vulnerabilities in order to make Your use of our Services as safe as possible. We use regular Malware Scanning. We also implement a variety of security measures when a User places an order, enters, submits, or accesses the information and maintain the safety of Your personal information. All financial information such as credit/debit card details are processed through a gateway provider and are not stored or processed on our servers.**

**15.3** We protect Your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information You input. The physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable information are duly implemented by us. Our security procedures mean that we shall occasionally request proof of identity before we disclose any personal information to You.

## **16. Retention of Information**

**16.1** We will retain Your personal information for as long as necessary to provide the services that You have requested, or for other essential purposes such as performance of a contract, complying with our legal obligations, resolving disputes, and enforcing our policies. We use the collected information to analyse trends, to conduct research, to administer the application, to learn about an user's learning patterns and movements around the App and to gather demographic information and usage behaviour about our user base as a whole. Aggregated and individual, anonymized and non-anonymized data may periodically be transmitted to external services to help us improve our Services. We will share Your information with third parties only in the ways that are described below in this privacy statement.

We may use the individual data and behaviour patterns combined with personal information to provide You with personalized content, and better Your learning objectives. Third parties provide certain services which we may use to analyse the data and information to personalize, drive insights and help us better Your experience or reach out to You with more value-added applications, products, information and services. However, these third-party companies do not have any independent rights to share this information.

## **17. Location of Data**

**17.1** The Services are hosted in and managed from India. If You are a user located outside India, You understand and consent to having any personal information processed in India. India's data

protection and other relevant laws may not be the same as those in your jurisdiction. This includes the use of cookies and other tracking technologies as described in these Terms. As a result, please read the Privacy Policy with care.

## **18. Indemnity**

**18.1** You agree to indemnify and hold harmless Indiannica and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, and licensors and content providers, from and against all losses, expenses, damages and costs, including attorneys' fees and from all claims including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement and damages or resulting from any violation by You of these Terms in respect of content posted or information provided by You on our Services or for our use.

## **19. Liability**

**19.1** The App may include links and pointers to internet websites, content and services provided by third parties. Indiannica's linking to any third-party websites does not imply an endorsement or sponsorship of such websites or the information, products or services offered on or through the websites. In addition, Indiannica does not operate or control in any respect, any information, products or services that third parties may provide on or through the App or on websites / applications linked to by Indiannica. Indiannica and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, loss of revenues or profits, loss of business or loss of data, in any way related to these Services or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in our Services (including, without limitation, as a result of breach of any warranty or other terms of these Terms).

## **20. Disclaimer**

**20.1 USE OF THE SERVICES IS AT YOUR OWN RISK. THE MATERIALS, INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SERVICES AND ANY THIRD-PARTY WEBSITES ARE PROVIDED ON “AS IS” BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR WEBSITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED ON THE SERVICES OR AVAILABLE THROUGH LINKS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON OUR SERVICES. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, “TROJAN HORSES” OR OTHER DESTRUCTIVE MATERIALS TO OUR SERVICES, WE DO NOT GUARANTEE OR WARRANT THAT OUR SERVICES OR MATERIALS THAT MAY BE DOWNLOADED FROM OUR WEBSITE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. IF YOU RELY ON OUR SERVICES AND ANY MATERIALS AVAILABLE THROUGH OUR WEBSITE, YOU DO SO SOLELY AT YOUR OWN RISK.**

## **21. Disclosures, Violation and Termination**

**21.1 Indiannica may terminate or restrict Your use of the App or any part of the App thereof at any time for any reason without notice. In the event of termination, You are no longer authorized to access the part of the Services affected by such termination or restriction.**

**21.2 Any irrelevant comment uploaded by You may be disabled and / or may be subject to investigation under appropriate laws. Furthermore, if You are found to be in non-compliance with the laws and regulations, these Terms, or the privacy policy, we may terminate Your account / block Your access to / usage of the Services, fully or partially, and we reserve the right to immediately remove any non-compliant comments uploaded by You without any liability and shall further have the right to take recourse to such remedies as would be available to Indiannica under the applicable laws.**

## **22. Grievance Redressal**

**2.1 Any complaints or concerns with regards to content and or comment or breach of these Terms shall be taken up with the designated Data Protection Officer as mentioned below via email:**

## **23. Miscellaneous**

**23.1 These Terms shall be governed by and construed in accordance with the laws of India without giving effect to any of its conflicts of law provisions. You agree that any cause of action relating to your use of the Services must be filed in the courts located of New Delhi in India.**

**23.2 Indiannica may transfer its rights and obligations under these Terms at any time without notice.**



**23.3 Any failure of Indiannica to enforce or exercise any provision of these Terms shall not constitute a waiver of that right or provision. In the event of termination of these Terms for any reason, the provisions entitled Disclaimers, Liability, Liability, Indemnification, and other provisions for which survival is equitable or appropriate, shall survive.**

## **24. Illegal Activity**

**24.1 We follow all the legal parameters and will not promote, organize, or engage in any activity which is forbidden by law.**

**24.2 If You give us personal information about someone else, you must do so only with their explicit and prior consent. You are responsible to inform them about our Terms of Use.**

**24.3 If we receive unsolicited private information from You, we will as soon as practicable, but only if lawful, destroy the information or assure You that it will be de-identified.**

## **25. Cookie Policy**

### **25.1 What are Cookies?**

**The internet pages of Indiannica uses Cookies. They are text files that are stored on a computer system/mobile/any other system used to access the internet via an internet browser or through the mobile application. Cookies are small text files that a website can use to recognise repeat users. Cookies (and technologies like them) allow us to understand how our visitors navigate our Services on each visit and remember you if you return to use our Services. We use this information to improve our Websites, tailor their contents, and to target appropriate advertising.**

**Most internet browsers accept cookies automatically. but if You do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows You to deny or accept the cookie feature. Please note that turning off Cookies may leave you unable to access some of the features of our Services.**

### **25.2 What types of Cookies are used?**

**On our Website, the following types of cookies are used:**

**Strictly necessary Cookies: These cookies are essential to enable You to navigate around the Website securely and to provide You with services you have specifically requested. For instance, they help ensure that payments are processed securely.**

**Functionality Cookies: These cookies enhance the functionality of the Website by storing Your preferences. For instance, they can remember Your name and location, if You provide this information.**

**Performance Cookies:** These cookies improve the performance of the Website. For instance, they help pages load quicker.

**Online behavioural Cookies:** These cookies enable us to collect information about Your online behaviour on our App, such as Your browsing history. For instance, they help us tailor the advertising we show You to Your interests.

## **26. Changes to these Terms & Privacy Policy**

**26.1** Indiannica may periodically review from time to time and change these Terms of Use to incorporate such future changes as may be considered appropriate. The use of any information we gather will always be consistent with the Terms of Use under which the information was collected, regardless of what the new policy may be. We may amend these Terms of Use at any time by updating the amended terms on the App. All amended terms automatically take effect the day it is posted. We shall not be required to individually inform You as to any changes being made to these Terms of Use in general. We will announce any material changes to these Terms of Use through our App. These Terms of Use will survive the use of the App by You and will be effective even after the termination of terms and conditions with respect to any particular individual.

## **27. Effective Date**

**27.1** The Effective Date of these Terms of Use shall be the date on which the Terms of Use have been published on the App and any amendments, additions, novation, replacement etc. shall become effective on the date that it is made to the Terms of Use.