

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“**TERMS**”) CAREFULLY. BY USING THE PLATFORM, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT USE THE PLATFORM. THESE TERMS HAVE BEEN CREATED BY SPORTS ACTIVE ONLINE SERVICES PRIVATE LIMITED.

“**Company**”; “**us**”; “**we**”; “**our**” shall mean Sports Active Online Services Private Limited, a company registered under the Companies Act, 2013 having its registered office at Dattaprasad Housing Society, Sr. No. 46/2, Plot No. 10, Chandan Nagar, Nagar Road, Pune- 411014.

“**Platform**” shall mean the online marketplace in the form of a website www.info4kids.com ,, CRM software and mobile application, owned, operated and managed by us.

“**Users**” shall mean users that visit and access the Platform in order to avail the Services offered by the Company.

“**User Account**” shall be the account that the Users are required to create with the Platform in order to avail the Services of the Company.

“**Services**” shall mean and include the services of providing the Users with information, data, content, for all kid’s related activities, services and products, thereby enabling the Users to connect with various Service Providers.

“**Service Providers**” shall mean the entities that are desirous of being listed on the Platform to connect with the Users.

1. ACCEPTANCE OF TERMS:

The Company provides the Platform to you, subject to the following Terms. These Terms form a legal agreement between the Company and you. By accessing, transacting, and using the Platform, you represent and warrant that you are the age of majority as per the applicable law to which you are subject to.

2. DESCRIPTION OF SERVICES:

The Platform is an online one stop information portal and marketplace for all kid’s related activities, services and products. Through the Platform, the Users are able to avail and access details of various Service Providers, in relation to activities and sports for kids in the age group upto of 2-1615 years. The Users may avail the Services by making payments through the modes made available on the Platform.

The Company does not take part in the interaction between Users and Service Providers except to take your registration information and, wherever applicable, collect payments on behalf of the Service Providers. You understand and acknowledge that the Company do not have control over the quality, timing, legality, appropriateness or any other aspect whatsoever of the services offered or actually delivered by the Service Providers, nor of the integrity, responsibility or any of the actions of the Service Providers. The Company makes no representations about the suitability, reliability, timeliness, and accuracy of the services provided by Providers and the Company expressly disclaims any liability that may result from the provision of services by the Service Provider. You understand and acknowledge that The Company is not an agent or broker for Service Providers, and the Company has no control over the conduct of the Service Providers.

3. **PAYMENTS AND REFUNDS:**

When you make reservations and/or enrol with a Service Provider through the Platform, you are agreeing to be bound by and to pay for that reservation/enrolment. You authorize the Company to charge the full amount to your chosen Service Provider for the transaction.

You understand and acknowledge that in the event that you make payments by submitting your credit card or other details to the Platform for payment and your bank account gets debited, no chargeback claims or dispute with regards to the failure of delivery of Services or the use / misuse of such credit card or any other card, filed by you / on your behalf with the credit card provider / internet banking service provider or any banking financial Institution shall be binding on the Company and the Platform.

Your ability to cancel reservation/enrolments and obtain refunds or credits, if any, is determined by the policy established by each individual Service Provider. You shall contact the Service Provider to discuss matters relating to cancellations, refunds or credits. Any other referral fees and/or credit card processing fees charged by the Company shall be non-refundable.

You understand and acknowledge that the Service Providers reserve the right to modify the schedules at any time, or cancel listings at their sole discretion. Refunds or credits, if any, in the event of a class cancellation by the Service Provider is determined by the policy established by respective Service Providers.

The Company may use third party payment processing services to process credit card information. While the Company shall use commercially reasonable efforts to protect the privacy of all personal and financial information, the Company expressly disclaims any and all liabilities of whatsoever nature for any controversies, claims, suits, injuries and/or damages, arising from and/or in any way related to the Company's use of third party payment processing services, including without limitation for any damage that may result should any such information be released to any third parties. For further information about the Company's use of payment processing services, please contact the Company by emailing at info@info4kids.com.

4. **THIRD PARTY VERIFICATION SERVICES:**

The Company may make available one or more third party verification services that enable Users of the Platform to inquire about information including, but not limited to, another User's identity and criminal history. Use of a third party verification service is voluntary for both the parties requesting and undergoing the verification. You agree that the Company shall not be held responsible or liable in any way for any information provided by a third party verification service. When a third party verification service is used, you warrant that you will comply with the applicable rules as per Indian laws.

5. **USER ACCOUNT:**

In order to avail the Services through the Platform, you may be required to register and create a User Account with password ("**User Account**"). At the time of registration, you shall be required to share certain information including but not limited to name, email address, residential address, phone number, age of the kids for which the Service are being availed ("**Personal Information**") with the Company.

You undertake and represent that the Personal Information provided by you, is accurate, complete, and updated. Failure to do so shall constitute a material breach of these Terms. You are responsible for maintaining the confidentiality of the User Account, the Company shall not be liable in the event someone interferes with your User Account.

The Company reserves the right to store the information and data provided by you for the purposes of providing the Services. The Company reserves the right in its sole discretion to accept/refuse /reject registration or cancel your User Account without obligation of explanation. You will immediately notify the Company in writing of any unauthorized use of your User Account, or any other breach of security or other known account-related security breach.

6. ANCILLARY SERVICES:

The Platform may offer access to certain ancillary services such as blogs, newsletters for classes or camps, and reviews (“**Ancillary Services**”) for the Service Providers wherein you or other Users may voluntarily submit information (“**Content**”) to the Platform. You understand and acknowledge that such Content is shared with the Platform voluntarily and the respective authors are solely liable for the originality, accuracy of such Content. The Company does not: (i) guarantee the accuracy, completeness, or usefulness of any Content available through the Platform; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears through the Platform. The Content available through the Platform has not been reviewed, verified or authenticated by us, and may include inaccuracies or false information. Under no circumstances will the Company be responsible for any loss or damage resulting from: a) your reliance on Content posted or transmitted to or by any User of the Platform; or b) reviews or comments made about you on the Platform by other Users. The Company reserves its right to use the Content published, displayed, uploaded on the Platform. You understand and acknowledge that you may unsubscribe to the non-essential Ancillary Services. In this case, you may not have complete access to all the Services provided on the Platform. If you question, doubt or dispute any information or would like to notify the Company of any suspected or known inaccurate, false or misleading information posted through the Platform, you can contact us at info@info4kids.com.

7. YOUR REGISTRATION OBLIGATIONS:

You shall be responsible to maintain and promptly update your registration data like name, email id, phone number, which you submit to us while signing up for the User Account.

8. PRIVACY POLICY:

Your information on the Platform is subject to our Privacy Policy. The Privacy Policy is available [here](#).

9. USER CONDUCT:

You agree not to:

- to reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform, use of the Platform, or access to the Platform;
- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Platform;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as

inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;
- intentionally or unintentionally violate any applicable local, state, national or international laws and any regulations having the force of laws.
- Use the Platform for any unlawful, illegal purposes.

10. DISCLOSURES:

You acknowledge and agree that the Company may disclose the Content if required to do so by law or in the good-faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the Company, its Users and the public.

11. TERMINATION:

You agree that the Company may terminate your User Account and use of the Platform, and remove and discard any Content within the Platform if the Company believes that you have violated or acted inconsistently with the letter or spirit of the Terms. The Company may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice to you. Further, you agree that the Company shall not be liable to you or any third-party for any termination of your access to the Platform.

12. PROPRIETARY RIGHTS OF THE COMPANY:

You understand, acknowledge and agree that the Company or its third party licensors are the sole owner of all rights, title and interest, including all Intellectual Property Rights for the Platform, logos, and any necessary software used in connection with the Platform. All elements of the Platform including, but not limited to, the design and the content thereof, is protected by relevant intellectual property rights. Unless explicitly permitted under the Terms or other written agreements, no portion or element of this Platform or its content may be copied or transmitted by you via any means.

13. DISCLAIMER OF WARRANTIES:

You expressly understand and agree that:

- your use of the Platform is at your sole risk. The Platform is provided on an "**as is**" and "**as available**" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- any material downloaded or otherwise obtained through the use of the Platform is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- no advice or information, whether verbal or written, obtained by you from the Company or through or from the Platform shall create any warranty not expressly stated in the Terms.
- You shall use the Platform for your personal use only. You shall be solely responsible for the use and misuse, improper usage of the Platform. The Company shall not be liable for any damages accruing out of use of the Platform as has not been stipulated under these Terms.
- We shall not be liable for discrepancies in the services or charges claimed by the Service Providers. Any dispute, claims, in relation to discrepancies in services and charges of Service Providers shall be solely between you and the Service Provider. You undertake that the Company shall not be and shall not be made a party to such disputes, claims.

14. LINKS TO THIRD PARTY SITES:

This Platform may contain links to other websites owned and operated by third parties who are not related to the Platform ("**Linked Websites**"). The Linked Websites are not under the control of the Company and Company is not responsible for the content of any Linked Websites or any hyperlink contained in a Linked Website and makes no representation or warranty with respect to the content of any such third party sites.

The Company provides these links to you as a convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by the Company. Your link to any such Linked Website is entirely at your own risk. The Company is not a party to any transaction between you and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of that site.

The Platform may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation by of the relevant advertiser, its products or services. You are referred to the relevant advertiser for all information regarding the advertisement and its products and/or services. The Company accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction.

15. INDEMNITY:

You agree to indemnify and hold the Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) Content you submit, post, transmit or make available through the Platform; (ii) your violation of these Terms; (iii) your violation of any rights of other Users; (iv) infringement of third party intellectual property rights; (v) violation of any applicable laws.

16. LIMITATION OF LIABILITY:

You expressly understand and agree that the Company shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of

profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Platform, due to downtime, server failure or otherwise; (ii) unauthorized access to or alteration of your transmissions or Content through your User Account; (iii) statements or conduct of any third party on the Platform; or (iv) any other matter relating to the Platform.

Notwithstanding anything contained herein or elsewhere, the maximum liability of the Company shall not exceed Rupees Thousand (Rs.1000/-).

17. CHANGE:

The Company reserves the right to modify, change, substitute, remove, suspend or update these Terms or any information in it at any time by sufficiently highlighting on the Platform about such change. Such changes shall be effective immediately upon posting to the Platform. Continued use of the Platform shall be deemed to be your acceptance of the Terms.

18. CHOICE OF LAW AND JURISDICTION:

This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws.

Parties further agree that the courts in Pune, India shall have an exclusive jurisdiction over such disputes.

19. MISCELLANEOUS:

Entire Understanding: These Terms, along with the Privacy Policy constitute the entire understanding between you and the Company and governs your use of the Platform.

Waiver: The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Severability: If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

20. FORCE MAJEURE:

Without limiting the foregoing, under no circumstances shall Company be held liable for any damage or loss due to deficiency in performance of the Platform resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, power failures, or any government regulations, floods, storms, electrical failure, civil disturbances, riots.

21. VIOLATIONS:

Please report any violations or grievances with relation to the Terms to the Company at info@info4kids.com.

