

## **TERMS OF USE**

- **This document is an electronic record in confirming with the procession of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various Statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

The domain name **www.Geniuskidsindia.com** (hereinafter referred to as “**Website**”) is owned by VSS Educational Services Private Limited, bearing CIN No.U80302WB2008PTC125663, a Company incorporated and registered under the Indian Companies Act 1956, having its Registered Office D-15 Kalachandpara , Kamdohori , Garia , Kolkata- 700084 and its Corporate Office at BD-91 Saltlake City ,Sector- 1 , Kolkata-700064, (hereinafter referred to as “**VSSSPL**”).

Your use of the Website and services and tools are governed by the following Terms and Conditions (“**Terms of Use**”) as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, you shall be subject to the Policies that are applicable to the Website for such transaction. By mere use of the Website, you shall be contracting with VSSSPL and these terms and conditions including the policies constitute your binding obligations, with VSSSPL.

For the purpose of these Terms of Use, wherever the context so requires “**You**” or “**User**” shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. VSSSPL allows the User to surf the Website or making purchases without registering on the Website. The term “**We**”, “**Us**”, “**Our**” shall mean VSSSPL.

VSSSPL reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for any changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, VSSSPL grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY**

**BEFORE PROCEEDING.** By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by VSSSPL Policies (including but not limited to Privacy Policy available at Privacy) as amended from time to time.

### **CONTENT POSTED ON THE WEBSITE**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “**Content**”), including but not limited to the design, structure, selection, coordination, expression, “**look and feel**” and arrangement of such Content, contained on the Website are owned, controlled or licensed by or to VSSSPL, and are protected by Trademark, Copyright and Patent Laws, and various other Intellectual Property Rights and Unfair Competition Laws.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “**mirroring**”) to any other computer, server, web

site or other medium for publication or distribution or for any commercial enterprise, without VSSESPL's express prior written consent.

You may use any information on VSSESPL's Products and Services purposely made available by VSSESPL for downloading from the Website, provided that you (1) not remove any proprietary language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

## **USE OF THE WEBSITE**

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. VSSESPL reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Website, or any other Systems or Networks connected to the Website or to any VSSESPL Server, or to any of the Services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.

You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about VSSESPL or the brand name or domain name used by VSSESPL, or otherwise engage in any conduct or action that might tarnish the image or reputation, of VSSESPL or sellers on platform or otherwise tarnish or dilute any of VSSESPL's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or VSSESPL's systems or networks, or any systems or networks connected to VSSESPL.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to VSSESPL on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of VSSESPL or others.

## **COMMUNICATIONS**

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

## **PURCHASES; OTHER TERMS AND CONDITIONS**

Additional Terms and Conditions may apply to purchases of Goods or Services and to specific portions or features of the Website, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any service offered on or through the Website, the latter terms shall control with respect to your use of that portion of the Website or the specific service.

VSSSPL's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Website should be construed to alter such agreements.

VSSSPL may make changes to any products or services offered on the Website, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Website with respect to products and services may be out of date, and VSSSPL makes no commitment to update the materials on the Website with respect to such products and services. The following terms also govern and apply to your use of the Website, and they are incorporated herein by this reference:

1. Return
2. Replacement
3. Cancellation

## **ACCOUNTS, PASSWORDS AND SECURITY**

Certain features or Services offered on or through the Website may require you to open an account (including setting up a Genius Kids ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify VSSSPL immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by VSSSPL or any other user of or visitor to the Website due to someone else using your Genius Kids ID, password or Account.

You may not use anyone else's Genius Kids ID, password or Account at any time without the express permission and consent of the holder of that Genius Kids ID, password or account. VSSSPL cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **PRIVACY**

VSSSPL's Privacy Policy applies to use of this Website, and its terms are made a part of these Terms of Use by this reference. To view VSSSPL's Privacy Policy, [click here](#). Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may

be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

#### **LINKS TO OTHER SITES AND TO THE VSSESPL WEBSITE**

This Site may contain links to other independent third-party Web sites (“Linked Sites”). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under VSSESPL’s control, and VSSESPL is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

#### **DISCLAIMERS**

VSSESPL does not promise that the Website or any Content, service or feature of the Website will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Website will provide specific results. The Website and its content are delivered on an “as-is” and “as-available” basis. All information provided on the Website is subject to change without notice. VSSESPL cannot ensure that any files or other data you download from the Website will be free of viruses or contamination or destructive features. VSSESPL disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. VSSESPL disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Website and/or any VSSESPL’s services. You assume total responsibility for your use of the Website and any Linked Sites. Your sole remedy against VSSESPL for dissatisfaction with the Website or any content is to stop using the Website or any such content. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action. VSSESPL reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

#### **LIMITATION OF LIABILITY**

Except where prohibited by opportunity law, in no event will VSSESPL be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if VSSESPL has been advised of the possibility of such damages.

#### **INDEMNITY**

You shall indemnify and hold harmless VSSESPL, its owner, licensee, affiliates, subsidiaries, respective officers directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys’ fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights of a third party.

#### **VIOLATION OF THESE TERMS OF USE**

VSSESPL may disclose any information we have about You (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint

regarding Your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) VSSESPL's rights or property, or the rights or property of visitors to or users of the Website. VSSESPL reserves the right at all times to disclose any information that VSSESPL deems necessary to comply with any Applicable law, Regulation, Legal Process or Governmental request. You acknowledge and agree that VSSESPL may preserve any transmittal or communication by you with VSSESPL through the Website or any Service offered on or through the Website, and may also disclose such Data if required to do so by law or VSSESPL, determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, or (3) protect the rights, property or personal safety of VSSESPL, its employees, users of or visitors to the Website, and the public.

You agree that VSSESPL may, in its sole discretion and without prior Notice, terminate your access to the Website and/or block your further access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair Business Practice, and will cause irreparable harm to VSSESPL, for which monetary damages would be inadequate, and you consent to VSSESPL obtaining any Injunctive or Equitable Relief that VSSESPL deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies VSSESPL may have at law or in equity.

You agree that VSSESPL may, at its sole discretion and without prior notice, terminate your access to the Website, for reason, which includes (but is not limited to) (1) requests by Law Enforcement or other Government Agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Website or any service offered on or through the Website, or (4) unexpected technical issues or problems.

If VSSESPL does take any legal action against you as a result of your violation of these Terms of Use, VSSESPL will be entitled to recover from you, and you agree to pay, all reasonable legal expenses including Attorneys' Fees and costs of such action, in addition to any other relief granted to VSSESPL. You agree that VSSESPL will not be liable to you or to any Third Party for termination of your access to the Website as a result of any violation of these Terms of Use.

#### **GOVERNING LAW AND DISPUTE RESOLUTION**

You agree that all matters relating to your access to or use of the Website, including all disputes, will be governed by the laws of India.

All disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and obligations of any parties hereto under these Terms of Use or otherwise, howsoever, shall be referred to a sole arbitrator to be appointed VSSESPL and such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, for the time being in force. The venue of arbitration proceedings shall be in Mumbai only and language of such proceedings shall be English

#### **MISCELLANEOUS**

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Website, in violation of any applicable laws or regulations.

If any of the provisions of these Terms of Use are held by a Court or other Tribunal of Competent jurisdiction to be void or unenforceable, such provisions shall be limited or reduced

to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and VSSESPL with regard to your use of the Site, and any and all other written or oral Agreements or understandings previously existing between you and VSSESPL with respect to such use are hereby superseded and cancelled.

VSSESPL will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. VSSESPL's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by VSSESPL of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between VSSESPL and You or any other party be deemed to modify any provision of these Terms of Use.

#### **FEEDBACK AND INFORMATION**

Any feedback you provide at this Site shall be deemed to be non-confidential. VSSESPL shall be free to use such information on an unrestricted basis.