

## **Terms and conditions**

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We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Website ;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Website is Director who can be reached at [support@FOCAS Edu.com](mailto:support@FOCAS Edu.com)

### **Sharing of Copyrighted Data on our platForms**

We take our Intellectual Property and the legal rights that come along with them with highest level of seriousness and we will pursue all legal remedies in order to protect them; we believe the same about others rights to protect their IP rights as well. Hence we expressly prohibit sharing of IP of others on our platforms and in case such sharing happens,

We shall share with all legal and regulatory authorities all such information as they may seek in connection with any user who partakes in such activities

## **General**

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Your use of the Website and their services are governed by the following 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 the Company and these terms and conditions including the policies constitute your binding obligations, with the Company.

For 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 subscriber on the Website by providing information on the Website using the computer systems. The term "We", "Us", "Our" shall mean the Company.

The terms of Use stated herein shall govern the Website of FOCAS Edu i.e " by Clutch Players Corporation Private Limited"

Please read the Terms and the privacy policy of the Company ("Privacy Policy") with respect to registration with us, the use of the Website, Services and products carefully before using the Website, Services or products. In the event of any discrepancy between the Terms and any other policies with respect to the Website or Services or products, the provisions of the Terms shall prevail.

Your use/access/browsing of the Website or the Services or products or registration (with or without payment/with or without subscription) through any means shall signify Your acceptance of the Terms and Your agreement to be legally bound by the same.

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3. No User shall be permitted to perform any of the following prohibited activities while availing our Services:
  1. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
  2. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
  3. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
  4. Interfering with any other person's use or enjoyment of the Website/Services;
  5. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
  6. Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
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  8. Post, transmit or make available any material that contains viruses, Trojan horses, worms, spyware, time bombs, cancel bots, or other computer programming routines, code, files or such other programs that may harm the services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;

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10. Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Website/Services/products, or engage in any activity prohibited by these Terms;
11. Disrupt or interfere with the security of, or otherwise cause harm to, the Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Website/Services/products or any affiliated or linked sites;
12. Interfere with, or inhibit any user from using and enjoying access to the Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Website/Services/products;
13. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Website/Services/products, to access, acquire, copy or monitor any portion of the Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Website/Services/products;
14. Alter or modify any part of the Services;
15. Use the Services for purposes that are not permitted by (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
16. Violate any of the terms specified under the Terms for the use of the Website/Services/products.

A user can access purchased courses through two devices - one through a browser (on any device like mobile / Tab / PC / laptop / Mac). Once a user accesses the course through a browser (on a device) the user will be able to access courses only through those devices. Also, the user will not be able to access the course on any different browser too. If the user attempts to login through a different browser or device, the user's access to purchased courses is blocked.

Further, all the purchases made on our web, are exclusively for the use of the user who has made the purchase. Attempts by any other user to access such course is in explicit violation of our Terms and Conditions. We shall block the accounts of any such users who are attempting to share their IDs or machines and we shall also not refund the money paid by such users.

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Certain contents in the Services/Website/products (in particular relating to assistance in preparations for administrative services) may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.

Some parts of the Services are interactive, and we encourage contributions by Users, which may or may not be subject to editorial control prior to being posted. The Company accepts no responsibility or liability for any material communicated by third parties in this way. The Company reserves the right at its sole discretion to remove, review, edit or delete any content. Similarly, We will not be responsible or liable for any content uploaded by Users directly on the Website, irrespective of whether We have certified any answer uploaded by the User. We would not be responsible to verify whether such questions/answers or contents placed by any User contain infringing materials or not.

The Company may, based on any form of access to the Application (including free download/trials) or Services or Website or registrations through any source whatsoever, contact the User through sms, email and call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case the User's mobile number is registered with Do not Call (DNC) database. By registering yourself , you agree to make your contact details available to Our employees, associates and partners so that you may be contacted for education information and promotions through telephone, SMS, email etc.

While the Company may, based on the User's confirmation, facilitate the demonstration of its products at the location sought by the User, the User acknowledges that he/she has not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that User has relied solely on the investigations, examinations and inspections as the User has chosen to make and that the Company has afforded the User the opportunity for full and complete investigations, examinations and inspections.

Upon registration through any means whatsoever, the Company may contact You through the registered mobile number or e-mail or any other mobile number or contact number or email provided by You to enable effective provision of Services. The User expressly permits the Company to contact him/her and the student utilising the Services, through the above mentioned means at any time post registration. Further, the Company shall have the right to monitor the download and usage of the Services/products and the contents thereof by the User/student, to analyze such usage and discuss the same with the User/student to enable effective and efficient usage of the Services. The User expressly permits the Company to clear the doubts of the student using the Services/online portal by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with the student and mentoring the student through telephone or e-mail on express consent of the legal guardian/parent of the User or through any other forum.

While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from User relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard.

Access to certain elements of the Services including doubt clearance, mentoring services etc may be subject to separate terms, conditions and fair usage policy. The Company reserves the right to determine the criteria for provision of various elements of Services to the different categories of Users based on its policies. Hence, subscription to the products or registrations do not automatically entitle the User to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.

The Company's products / or Services, including the content, are compatible only with certain devices/tablets/instruments/hardware. The Company shall not be obligated to provide workable products and / or services for any instruments that are not recognized by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's products and Services. The company reserves the right to upgrade the table/ type of compatible devices as required from time to time.

The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and / or software and/or instrument, including loss of data or effect on the processing speed, resulting from Your use of our products and Services.

You have to specify the address to which shipments if any have to be made at the time of purchase. All product(s) shall be delivered directly to the address as specified at the point of ordering and You cannot, under any circumstances whatsoever, change the address after the order is processed. In case of any change in the address, You need to specify the same to us in writing well in advance to the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s).

- For return of product(s) damaged at the time of delivery, the shipping charges shall be borne by the Company. However, for return any of the product(s) for any other reasons, it shall be the responsibility of the User to arrange for the return of such cancelled product(s) and the shipping charges shall be borne by such User.
- We request you not to accept any product package that seems to be tampered with, opened or damaged at the time of delivery. The products must be returned in the same condition as delivered by the Company. Any products returned showing signs of any use or damage in any manner shall not be accepted for return.
- We have a no Refund Policy - we do not refund any money in respect of courses that are purchased from us

You acknowledge that the Company is not the manufacturer of the Books / Material / instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging and the Company shall not be in any manner responsible for the same. The Company does not provide any guarantee or warranty relating to the Books / Material/ instrument/medium/hardware

In order to access the Services and to avail the use of the products, You shall be required to register yourself with the Services/products, and maintain an account

with the Services/products. You will be required to furnish certain information and details, including Your name, mobile number, e-mail address, residential address, grade/class of the student, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application. With respect to the provision of information, the following may be noted:-

### **User Responsibilities**

- It is Your sole responsibility to ensure that the account information provided by You is accurate, complete and latest.
- You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under Your account. You agree to (a) ensure that You successfully log out from Your account at the end of each session; and (b) immediately notify the Company of any unauthorized use of Your account. If there is reason to believe that there is likely to be a breach of security or misuse of Your account, we may request You to change the password or we may suspend Your account without any liability to the Company, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from Your failure to comply with this provision.
- You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, the Company shall not be liable to You for any damages arising from Your inability to log into Your account and access the services of the Application at any time.
- Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Application and all Our products or Services. Persons who are minors, un-discharged insolvents etc. are not eligible to register for Our products or Services. As a minor if You wish to use Our products or Services, such use shall be made available to You by Your legal guardian or parents, who has agreed to these Terms. In the event a minor utilizes the Website/Services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application or any of Our products or Services that may occur by virtue of any person including a minor registering for the Services/products provided. By using the products or Services You warrant that all the data provided by You is accurate and complete and that student using the Application has obtained the consent of parent/legal guardian (in case of

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- You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the Website/Services; (ii) Your violation of any term of these Terms or any other policy of the Company; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your use of the Website/Services has caused damage to a third party. This defence and indemnification obligation will survive these Terms.
- In no event shall the Company, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.
- In the event of Your breach of these Terms, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.
- Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose Your Account Information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.
- The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in

Hyderabad and You hereby accede to and accept the jurisdiction of such courts.

- The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Company shall not be liable to You or any third party for any modification, suspension or discontinuance of the Services. All prices are subject to change without notice.
- You shall 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 . We reserve Our right to bar any such activity.
- 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 Us or the brand name or domain name used by Us including the terms FOCAS Edu or otherwise engage in any conduct or action that might tarnish the image or reputation, of FOCAS Edu or otherwise tarnish or dilute any FOCAS Edu'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 may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us 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.

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Firms may not coerce Users to leave reviews. Coercion includes asking Users to provide proof to an Firm that they wrote a review whether or not that proof includes the content of the review itself.

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## **Payments**

You represent and warrant that if you are subscribing to the Experiences from us that

- any credit, debit, net banking, cheque or any other mode of transfer information you supply is true and complete
- charges incurred by you will be honoured by your credit card/debit card/banking company, and
- you will pay the charges incurred by you at the posted prices, including any applicable taxes.

While availing the payment method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to Lack of authorization for any transaction/s, or Exceeding the present limit mutually agreed by You and between "Bank/s", or Any payment issues arising out of the transaction, or Decline of transaction for any other reasons.

All payments made against the products/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of products and/or services are as per principal to principal bipartite contractual obligations between Subscriber and the Company and payment facility is merely used to facilitate the completion of the Transaction. Use of the payment facility shall not render the Company liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, or warranty services or fraud as regards the products and /or services listed on the Website.

Access to this Website are monitored. The requesting URLs, the machine originating the request, and the time of the request are logged for access statistics and security purposes. Use of this Website constitutes consent to such monitoring. This Website may be unavailable from time to time due to mechanical, telecommunication, software, hardware and third-party vendor failures. Company cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

### **Payment & ReFund Policy**

We have a no Refund Policy - we do not refund any money in respect of courses that are purchased from us

### **General Provisions:**

Notice: All notices served by the Company shall be provided via email to Your account or as a general notification on the Website. Any notice to be provided to the Company should be sent to [support@FOCAS Edu.com](mailto:support@FOCAS Edu.com)

### **Entire Agreement**

The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Company and You with respect to Your access to or use of the Website and the Services thereof.

### **Assignment**

You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking Your consent.

### **Severability**

If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

### **Waiver**

Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

### **Relationship**

You acknowledge that Your participation on the Website, does not make You an employee or agency or partnership or joint venture or franchise of the Company.

The Company provides these Terms so that You are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that, the Company has given You a reasonable opportunity to review these Terms and that You have agreed to them.

### **Feedback**

Any feedback You provide with respect to the Website shall be deemed to be non-confidential. The user shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that

- Your feedback does not contain confidential or proprietary information of You or of third parties;
- the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback;
- the Application may have something similar to the feedback already under consideration or in development; and
- You are not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances, unless specified.

Under no circumstances shall the Company be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.

### **Miscellaneous**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Hyderabad.

Should any part of this Terms of Use be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Terms of Use, this Terms of Use shall take precedence. Our failure to enforce any provision shall not be deemed a waiver of such provision nor of the right to enforce such provision.

### **Customer Care**

All queries and grievances must be addressed to [Support@FOCAS Edu.com](mailto:Support@FOCAS Edu.com)