

Terms & Conditions (for students)
(Effective date: Nov 1st, 2020)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE AND/OR PLATFORM YOU AGREE TO BE BOUND BY ALL OF THE BELOW TERMS AND CONDITIONS AND PRIVACY POLICY.

Datinum Technologies LLP ("**Company**", "**We**" or "**Us**" and their connotations) is an Education Technology and Education Platform for Schools, Teachers, Parents and Students. Datinum Technologies LLP further operates **Funoppia** and **Funoppia Land** brand and its website (URL: <https://www.funoppia.com/>).

This terms and conditions ("**Terms**") describe the terms on which the Company grants end users access to the Platform (hereinafter referred to as "**Services**") and shall be read with the privacy policy available on http://data.funoppia.com/pdf/policy/privacy_policy_student_teacher.pdf ur Platform is primarily for both teachers and children. Anyone below 18 years of age is assumed to be a child ("**Child**") and has parental consent to use the Platform. The parents of the Child or users above 18 years of age are hereinafter referred to as "**You**". The term "**Users**" for the purposes of these Terms shall be read as You and/ or Child.

1. Terms of Service

By choosing to avail any Services (Paid, Free or Discounted) provided by the Company, you agree to Datinum Technologies LLP Terms (as may be amended from time to time). Please read the following information carefully.

As a parent or a guardian if you provide your consent to your child's use of our services, your consent is taken as permission given that you agree to be bound by the Terms agreed below in respect to your use or your Child's use of the Platform. If you do not agree to the Terms of this agreement, promptly exit this page and stop accessing the Services.

2. Description of Services

The Company facilitates online education services to teachers & children. We aim at providing lessons on science, Ai, Computer Programming(coding), Hardware Technologies, and different skill development courses to the Child. The concept is to provide recorded courses and online virtual classes (Personal or Group), which helps the Child to learn without any restrictions on time and place.

The Company has tutors who will be conducting online classes or run recorded courses for both Children and Computer Teachers.

For access to the Education Services or otherwise, the Child and You may have to create an account and disclose ("**Personal Information**") including, but not limited to, (i) name, e-mail ID, phone number, photograph, location and other contact information (ii) gender and other demographics to validate the current age of the Child (iv) email address of Child's parent or guardian to acquire the parental consent.

3. License to Use

Datinum Technologies LLP, hereby grants You and the Child, the limited right to access, view and use the Platform only for the purposes of education, placing orders or for accessing other information, applications and services that you are privy of. Datinum Technologies LLP, reserves the right to suspend, restrict or deny, in its sole discretion, your access to all or any portion of the Platform. This license is limited to your and your child's personal and educational purpose. Any rights which are not granted to you or your child according to this document are reserved to the Company.

4. Intellectual Property Rights

The Company retains all rights (including copyrights, trademarks, patents, designs, logos, trade-dress, trade-secrets, know-how as well as any other intellectual property right) in relation to all information provided on or via this Platform (including but not limited to the info on teachers, pedagogy, curriculum taught/any training material, text, graphics, photos, illustrations, logos & The FunAI Platform/IDE). You shall not copy, download, publish, distribute or reproduce any of the information contained on this Platform or social media in any form without the prior written consent of the Company.

5. Platform Use

You and/or your Child are required to use the platform for the education purpose only. No misuse of information will be tolerated including but not limited to -

- a. any detrimental or damaging information or use of our materials to take unfair advantage of our reputation or business;
- b. any political or religious views, or promotes or depicts intolerance, hatred, discrimination, violence, pornography or illegal activity;
- c. any false or misleading information that implies or suggest that We endorse, approve of or are associated with the linked website, its web pages or any of its contents; and
- d. framing of any site on any other website is not allowed and You must not provide access to the site or part of it under any other URL.

6. Live Sessions and Recordings

It is understood that You and/or your child are required to have a proper bandwidth for a disturbance free live session. The bandwidth should be as per zoom or google meets norms.

You and your child are not permitted to record the live sessions or course videos in any form using any 3rd party software. Recording is subject to legal persuasion under the Indian law.

7. Scheduling & Cancelling

Scheduling of classes will be done as per the slots provided, parents/guardians/child are free to choose from the given slots.

You can Change the given schedule or slot as per your convenience. However, any change needs to be intimated 48 hrs prior by phone or email.

If any schedule or slot is cancelled by Datinum Technologies or Funoppia brand, it will be intimated to the child and guardian/parent and a new time slot will be allotted.

In a circumstance where the designated teacher for your child is no longer available on the platform, a new teacher will be allotted, wherein one additional class will be provided for reinforcement and transition of learning provided to the child.

8. Payment

The Platform is a paid service and the payments made by You shall be according to the plans opted by You through the Platform. All payments by Users shall be through the payment mechanism put in place by Us. Currently, users are provided with an option of online payment via a link sent to their email-id. The payment gateway mechanisms are governed by the terms and conditions of the third-party providers as listed on the Platform and the User agrees to be bound by those terms.

If the payments are in instalments, then the parents are required to pay the fee amount within 48 hrs of expiry. Any delay or failure, thereafter, is subject to Rs 300 fine per day.

We shall not be liable for any unauthorized use, fraud, payment refunds, lost amount etc. in the transaction. The amount of refund payable shall only be limited to the amount paid by the User for Services which were not rendered to the User by Us

Any free trials provided on the Platform, shall also be governed by these Terms.

9. Refund

According to our Refund Policy, you can apply for a refund in written anytime within first 3 classes, without any questions asked. No request thereafter will be entertained.

10. Report Card & Certification

Funoppia provides an individualised progress report and certificate to the child based on different performance parameters which is approved by Datinum Technologies LLP. Also, it is hereby agreed that the certificate is given on clearance of the test as approved by Datinum Technologies LLP. In no way it represents any certification approved by the government.

11. Messages & Notifications

You and/or your child are understood to honour and act upon the messages and notifications sent by Funoppia brand. It will be the child's or the parents'/guardian's responsibility to regularly check any mails, messages or notifications received under the name of Funoppia. Datinum Technologies LLP or Funoppia brand will not be held responsible if any important message or reminder is missed.

12. User Content

Company offers You and the Child the opportunity to submit, post, display, transmit, perform, publish, distribute or broadcast content and materials, including, without limitation, articles, commentaries, photographs, text, music, video, audio recordings,

computer graphics, pictures, data, questions, comments, suggestions or personally identifiable information.

The Company may remove content at its discretion, subject only to its express obligations in respect of peer-reviewed articles.

Child may choose to write and post reviews on the Platform. We do not encourage your Child to post any Personal Information on the Platform and the ill effects of such revelation shall be borne by the Users. However, You can request the Company via e-mails to delete any such information posted by the Child. For the purpose of verification, the Company will review and scrutinize such emails before responding.

You warrant and represent that your content, and the content of any website from which You include a link to any site, or to which You post a link from a site, will not be inappropriate. Without limitation, content (and the content of third-party websites) may be considered inappropriate if:

- a. it is misleading in any way, and/or it gives a false impression as to its origins or approvals;
- b. it is defamatory, plagiarized (including plagiarism from your own work), abusive, malicious, threatening, false, misleading, offensive, insulting, discriminatory, profane, harassing, racist, sexist, indecent, obscene, pornographic, hateful or it advocates violence;
- c. it is in breach of confidentiality or another person's privacy or other rights, or of any duty owed by You;
- d. it prejudices any active or pending legal proceedings of which You are aware;
- e. it contains accusations of impropriety or personal criticism of our personnel, editors or reviewers;
- f. it infringes any intellectual property rights proprietary to the Company or any third party;
- g. it is technically harmful (including content containing, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct and/or contains any other element which is intended to harm the Company or any third party, or to carry out or facilitate any fraudulent or dishonest transaction);
- h. it advertises or promotes any product or service or makes any requests for donations or financial support;
- i. it is spam or junk content;
- j. it impersonates another person or otherwise misrepresents your identity, affiliation or status;
- k. it would be considered a criminal or statutory offense in any jurisdiction, or gives rise to civil liability, or is otherwise unlawful; and/or
- l. it is in breach of these Terms and/or of any Additional Terms.

The Company will not be held responsible or liable for any of the User content provided by You on the Company website. You must not attempt to avoid or undermine any protections that the Company may put in place for the security and operation of any website.

You hereby explicitly consent to video/ sound recordings of the lectures conducted containing footage of You and/or recording of any video of your Child conducted on the Platform as a part of the Services.

You and your child undertake to use the Company's platform and intellectual property for only the purposes envisaged in the instant terms and shall not use the same for any unauthorized or unlawful purpose. If you and/or your child use the Company's platform or intellectual property with any third party's intellectual property in any manner, then you and your child will be solely responsible to obtain all necessary permissions, authorizations and licenses from the said third party. In the event you and your child uses the Company's platform and intellectual property beyond the limited rights granted to you and your child under these terms, then you and your child shall be solely responsible for the same and shall indemnify the company for all losses, claims and damages in this regard.

You and your child will be solely responsible to ensure that any content or intellectual property created by the child shall not contain any bugs, virus and malware or infringe any third party's intellectual property rights or violate any applicable laws (including data protection and privacy laws) in any manner.

13. Intended Purpose of Use

Any application, code or content created using the Company's platform are intended to be used solely for education as prototypes and for evaluation of validity and practicability of ideas. All such applications, codes and/or content may be solely created for educational purposes and gathering feedback by the students and are in no way fit for or meant to be used for any commercial use. Any other use of such apps, codes or content, other than the use specified herein is prohibited by the Company and the Company shall not be liable for the same and you and your child shall indemnify the company for any loss, claims or damages suffered by the Company in this regard.

14. Fitness of Use

Any and/or all projects built using the Company platform by the users during the period of their permitted use of the platform are solely meant for educational and evaluation purposes as part of the users training program, the same are expected to have limited functionality and use and are thus not fit to be used commercially or to be adopted for any use as opposed to the intended use prescribed in these terms. The apps might have unresolved technical bugs and security concerns including but not limited to viruses, data safety, account protection, insufficiency of security protocols and non-encryption. Any personal information, passwords and/ or any other details or sensitive data provided might become available to other users of the app.

Any such commercial or non-authorized use of these apps shall be at the sole risk and discretion of the users and third parties and the Company in no way whatsoever promotes or authorizes the same. You and your child shall be solely responsible for any such unauthorized use, promotion and/or commercialization of the app/code/content created by your child or any other user of the Company platform and shall indemnify the Company for all losses, claims and damages in this regard.

15. User Communication

You hereby explicitly consent to receiving communication from FUNOPPIA by email, telephone, WhatsApp or text message for the purposes of providing alerts and information about our services.

16. Rule of Conduct

Users must comply with the laws that apply to You in the location that You access Company's Services from. If any laws applicable to You restrict or prohibit You from using Services of Company, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services of Company. You promise that all the information You provide to Company on accessing and/or using the Services of Company is and shall remain true, accurate and complete at all times.

Notwithstanding any other provision of these Terms You agree and undertake not to:

- a. Hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Service or any part of them (save to the extent which expressly cannot be prohibited in accordance with the applicable mandatory law in your jurisdiction);
 - b. Remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Service;
 - c. Create software which mimics any data or functionality in the Service;
 - d. Use or deal in the Service except as permitted by these Terms;
 - e. Include contact details intended to enable communication outside of the Service, in any Communication;
 - f. Use your access to the Service, or information gathered from it, for the sending of unsolicited bulk email;
 - g. Make any public, business or commercial use of the Service or any part of them;
 - h. Provide hypertext links, URL links, graphic links, hyperlinks or other direct connection for profit or gain to the Service without prior written permission of Company;
 - i. Make the Service or any part of it available to any third party (please note this does not stop you from fairly and honestly providing links to the Platform, or showing either to other people);
 - j. Use or process the Service or any part of them unfairly or for any illegal or immoral purpose; or
 - k. Delete or obscure any copyright or other proprietary notice on the Service.

The Service may only be accessed and used via authorized servers. You must take no action to bypass authorized servers and/or use third party software to modify any aspect of the Service, whether for the purpose of securing an unfair advantage over other users, and You expressly consent to Company's monitoring your computer's random access memory for the purpose of identifying said unauthorized third-party programs.

17. Limited Liability

You are held personally liable for any violation of a third party's rights by You and your Child. You agree to reimburse Company for all damages resulting from the culpable non-observance of the obligations of these Terms. Users release Company from all eligible claims that other users or third parties may file against Company due to a violation of their

rights by content posted by the user or due to a violation of other obligations. You shall assume the costs of Company legal defence, including all court and legal fees. This condition does not apply if the Users are not responsible for the infringement.

Company assures that the information and the training facilitated by the tutors & courses on the Platform is as per the norms approved by Datinum Technologies LLP.

The Company undertakes the scrutiny of the curriculum delivered by the tutors and the Company assures and prides on the world-class quality of the lessons delivered to the Child.

At any instance of live interactive classes or pre-recorded courses, if the tutor uses any sexual or abusive language or depicts any forced sexual acts, or pornographic images, then in such cases, please immediately inform the Company at the contact provided below in Clause 26. The Company will make all efforts to take any and all necessary actions as per the applicable law. However, the Company explicitly disclaims any liability or responsibility in the event of such a circumstance.

Company will not be held responsible for any unethical, illegal acts performed by the Child on the advice of tutor or recorded video courses and it shall be your responsibility to closely monitor the activities of your Child while accessing the Platform.

In no event shall the Company be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third-party, whether in an action in contract or tort, arising from your access to, or use of, the Platform or any content provided on or through the Platform.

The Company facilitates educational and informational on an "as is" basis and is liable only to provide its services with reasonable skill and care.

The Company's liability for any and all claims in the aggregate, arising out of or related to your use of the Platform, shall not under any circumstances exceed the amounts actually paid by You to the Company for its Services.

External Sites have not been verified or reviewed by Company and all use and access of External Sites is made at your own risk. "External Sites" means third party websites and online services to which the Service links. The Company gives no other warranty in connection with the Service and to the maximum extent permitted by law, Company excludes liability for:

- a. any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which Company have been made aware of;
- b. the accuracy, currency or validity of information and material contained within any communications or the Service;
- c. any interruptions to or delays in updating the Service;
- d. any incorrect or inaccurate information on the Service;
- e. the infringement by any person of any copyright or other intellectual property rights of any third party through any communication or use of the Service;

- f. the availability, quality, content or nature of External Sites;
- g. any transaction involving External Sites;
- h. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Service, or any Communication (save that, where digital content supplied to You by Company or on behalf of Company through the Service causes damage to your digital content or devices You may be entitled to compensation or repair or replacement, in which case kindly inform to Company); and
- i. all representations, warranties, conditions and other terms and conditions which but for this notice would have an effect

The Company does not warrant that the operation of the Service will be uninterrupted or error-free. The Company will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Company including Internet outages, communications outages, fire, flood, war or act of God.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

You agree that in relation to your use of the Service You will not in any way conduct yourself in a manner which is unlawful, or which gives rise to civil or criminal liability or which might call Company or the Service into disrepute. You agree that You are and shall remain responsible for maintaining the confidentiality of your password and username and for all activities that occur under your account.

18. Third- Party Permission

The Company has subscribed to various third-party service providers and You agree and acknowledge that, while accepting these Terms, You explicitly grant permission to these service providers to use your information and make cold calls in furtherance of our Services on the Platform, even when your mobile phone is on 'Do Not Disturb' mode. In the event of any dispute between the third-party and You, the Company shall not be held liable in any manner whatsoever.

19. Amendments to Terms

Company retains the right to modify these Terms: (a) in the event of any amendments made due to legal changes, (b) in the event of any amendments made due to decisions by the Supreme Court, (c) because of technical necessity, (d) in order to maintain Company operations, (e) in the event of a change in market conditions, (f) for the benefit of the user.

No amendment will take place if such amendment would substantially disrupt the contractual balance between the parties. Users will be informed of any amendments to the general Terms via the Platform or via notice by email or in writing.

20. Termination

Without limiting any other rights that Company may have, Company may remove, restrict, cancel or suspend access to and/or use of the Service and any part of it, if Company considers (in the sole discretion of Company) that You have breached any of these Terms.

You may also terminate your agreement with Company by ceasing to access the Service, deleting all copies of the Service or part thereof within your control. Termination shall not affect any rights or remedies, which have accrued up to the time of termination.

21. Indemnity

You agree to indemnify and hold us harmless, our contractors, and our licensors, and respective directors, officers, employees and agents from and against any all claims and expenses, including attorneys' fees, arising out of their use of the Services and/or the Platform, including but not limited to the violation of these Terms by the Users.

22. Severability

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

23. Assignment

Any rights and licenses granted hereunder shall not be transferred or assigned by you but, shall be assigned by the Company. Any attempted transfer or assignment in violation hereof shall be considered as null and void.

24. Waiver

No waiver of any terms of this agreement shall be treated as a further or continuing waiver of such term or any other term and the Company's failure to assert any right or provision under this agreement shall not constitute a waiver of such right or provision.

25. Government Laws and Jurisdiction

These Terms shall be governed by and construed in accordance with the Arbitration and Conciliation Act 1996, or such similar laws of India, which are not in conflict with each other. Such shall be subjected to the exclusive jurisdiction of the competent courts of Delhi, India.

26. Contact

If you have any questions about these Terms, please contact us by email or postal mail on the following address:

Name: Datinum Technologies LLP

E-mail id: contact@funoppia.com

Address: 27 D/1 GAUTAM NAGAR ANDREWSGANJ S.O SOUTH DELHI - 110049, INDIA.

Terms & Conditions (for teachers)
(Effective date: Nov 1st, 2020)

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1. Terms of Service

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As a teacher if you provide your consent to use of our services, your consent is taken as permission given that you agree to be bound by the Terms agreed below in respect to your use of the Platform. If you do not agree to the Terms of this agreement, promptly exit this page and stop accessing the Services.

2. Description of Services

The Company facilitates online education services to teachers & children. We aim at providing lessons on science, AI, Computer Programming(coding), Hardware Technologies, and different skill development courses to the Child. The concept is to provide online virtual classes (Personal or Group) to teachers, which helps them to learn & re-skill themselves without any restrictions on time and place.

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3. License to Use

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4. Intellectual Property Rights

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5. Platform Use

You are required to use the platform for the education purpose only. No misuse of information will be tolerated including but not limited to -

- e. any detrimental or damaging information or use of our materials to take unfair advantage of our reputation or business;
- f. any political or religious views, or promotes or depicts intolerance, hatred, discrimination, violence, pornography or illegal activity;
- g. any false or misleading information that implies or suggest that We endorse, approve of or are associated with the linked website, its web pages or any of its contents; and
- h. framing of any site on any other website is not allowed and You must not provide access to the site or part of it under any other URL.

6. Live Sessions and Recordings

It is understood that You and/or your child are required to have a proper bandwidth for a disturbance free live session. The bandwidth should be as per zoom or google meets norms.

You and your child are not permitted to record the live sessions or course videos in any form using any 3rd party software. Recording is subject to legal persuasion under the Indian law.

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You can Change the given schedule or slot as per your convenience. However, any change needs to be intimated 48 hrs prior by phone or email.

If any schedule or slot is cancelled by Datinum Technologies or Funoppia brand, it will be intimated to the teacher and a new time slot will be allotted.

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If the payments are in instalments, then the parents are required to pay the fee amount within 48 hrs of expiry. Any delay or failure, thereafter, is subject to Rs 300 fine per day.

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Any free trials provided on the Platform, shall also be governed by these Terms.

9. Refund

According to our Refund Policy, you can apply for a refund in written anytime within first 3 classes, without any questions asked. No request thereafter will be entertained.

Note that the recorded courses are non-refundable and the refund policy is only applicable on live courses.

10. Report Card & Certification

Funoppia provides an individualised progress report and certificate to the child based on different performance parameters which is approved by Datinum Technologies LLP. Also, it is hereby agreed that the certificate is given on clearance of the test as approved by Datinum Technologies LLP. In no way it represents any certification approved by the government.

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The Company may remove content at its discretion, subject only to its express obligations in respect of peer-reviewed articles.

You may choose to write and post reviews on the Platform. We do not encourage you to post any Personal Information on the Platform and the ill effects of such revelation shall be borne by the Users. However, You can request the Company via e-mails to delete any such information posted by you by mistake. For the purpose of verification, the Company will review and scrutinize such emails before responding.

You warrant and represent that your content, and the content of any website from which You include a link to any site, or to which You post a link from a site, will not be inappropriate. Without limitation, content (and the content of third-party websites) may be considered inappropriate if:

- m. it is misleading in any way, and/or it gives a false impression as to its origins or approvals;
- n. it is defamatory, plagiarized (including plagiarism from your own work), abusive, malicious, threatening, false, misleading, offensive, insulting, discriminatory, profane, harassing, racist, sexist, indecent, obscene, pornographic, hateful or it advocates violence;
- o. it is in breach of confidentiality or another person's privacy or other rights, or of any duty owed by You;
- p. it prejudices any active or pending legal proceedings of which You are aware;
- q. it contains accusations of impropriety or personal criticism of our personnel, editors or reviewers;
- r. it infringes any intellectual property rights proprietary to the Company or any third party;
- s. it is technically harmful (including content containing, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct and/or contains any other element which is intended to harm the Company or any third party, or to carry out or facilitate any fraudulent or dishonest transaction);
- t. it advertises or promotes any product or service or makes any requests for donations or financial support;
- u. it is spam or junk content;
- v. it impersonates another person or otherwise misrepresents your identity, affiliation or status;
- w. it would be considered a criminal or statutory offense in any jurisdiction, or gives rise to civil liability, or is otherwise unlawful; and/or
- x. it is in breach of these Terms and/or of any Additional Terms.

The Company will not be held responsible or liable for any of the User content provided by You on the Company website. You must not attempt to avoid or undermine any protections that the Company may put in place for the security and operation of any website.

You hereby explicitly consent to video/ sound recordings of the lectures conducted containing footage of You and/or recording of any video of yours conducted on the Platform as a part of the Services.

You undertake to use the Company's platform and intellectual property for only the purposes envisaged in the instant terms and shall not use the same for any unauthorized or unlawful purpose. If you use the Company's platform or intellectual property with any third party's intellectual property in any manner, then you and your child will be solely responsible to obtain all necessary permissions, authorizations and licenses from the said third party. In the event you and your child uses the Company's platform and intellectual property beyond the limited rights granted to you and your child under these terms, then you and your child shall be solely responsible for the same and shall indemnify the company for all losses, claims and damages in this regard.

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Any application, code or content created using the Company's platform are intended to be used solely for education as prototypes and for evaluation of validity and practicability of ideas. All such applications, codes and/or content may be solely created for educational purposes and gathering feedback by the students and are in no way fit for or meant to be used for any commercial use. Any other use of such apps, codes or content, other than the use specified herein is prohibited by the Company and the Company shall not be liable for the same and you and your child shall indemnify the company for any loss, claims or damages suffered by the Company in this regard.

14. Fitness of Use

Any and/or all projects built using the Company platform by the users during the period of their permitted use of the platform are solely meant for educational and evaluation purposes as part of the users training program, the same are expected to have limited functionality and use and are thus not fit to be used commercially or to be adopted for any use as opposed to the intended use prescribed in these terms. The apps might have unresolved technical bugs and security concerns including but not limited to viruses, data safety, account protection, insufficiency of security protocols and non-encryption. Any personal information, passwords and/ or any other details or sensitive data provided might become available to other users of the app.

Any such commercial or non-authorized use of these apps shall be at the sole risk and discretion of the users and third parties and the Company in no way whatsoever promotes or authorizes the same. You shall be solely responsible for any such unauthorized use, promotion and/or commercialization of the app/code/content created by your child or any other user of the Company platform and shall indemnify the Company for all losses, claims and damages in this regard.

15. User Communication

You hereby explicitly consent to receiving communication from FUNOPPIA by email, telephone, WhatsApp or text message for the purposes of providing alerts and information about our services.

16. Rule of Conduct

Users must comply with the laws that apply to You in the location that You access Company's Services from. If any laws applicable to You restrict or prohibit You from using Services of Company, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services of Company. You promise that all the information You provide to Company on accessing and/or using the Services of Company is and shall remain true, accurate and complete at all times.

Notwithstanding any other provision of these Terms You agree and undertake not to:

- l. Hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Service or any part of them (save to the extent which expressly cannot be prohibited in accordance with the applicable mandatory law in your jurisdiction);
 - m. Remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Service;
 - n. Create software which mimics any data or functionality in the Service;
 - o. Use or deal in the Service except as permitted by these Terms;
 - p. Include contact details intended to enable communication outside of the Service, in any Communication;
 - q. Use your access to the Service, or information gathered from it, for the sending of unsolicited bulk email;
 - r. Make any public, business or commercial use of the Service or any part of them;
 - s. Provide hypertext links, URL links, graphic links, hyperlinks or other direct connection for profit or gain to the Service without prior written permission of Company;
 - t. Make the Service or any part of it available to any third party (please note this does not stop you from fairly and honestly providing links to the Platform, or showing either to other people);
 - u. Use or process the Service or any part of them unfairly or for any illegal or immoral purpose; or
 - v. Delete or obscure any copyright or other proprietary notice on the Service.

The Service may only be accessed and used via authorized servers. You must take no action to bypass authorized servers and/or use third party software to modify any aspect of the Service, whether for the purpose of securing an unfair advantage over other users, and You expressly consent to Company's monitoring your computer's random access memory for the purpose of identifying said unauthorized third-party programs.

17. Limited Liability

You are held personally liable for any violation of a third party's rights by You. You agree to reimburse Company for all damages resulting from the culpable non-observance of the obligations of these Terms. Users release Company from all eligible claims that other users or third parties may file against Company due to a violation of their rights by content

posted by the user or due to a violation of other obligations. You shall assume the costs of Company legal defence, including all court and legal fees. This condition does not apply if the Users are not responsible for the infringement.

Company assures that the information and the training facilitated by the tutors & courses on the Platform is as per the norms approved by Datinum Technologies LLP.

The Company undertakes the scrutiny of the curriculum delivered by the tutors and the Company assures and prides on the world-class quality of the lessons delivered to the Child.

At any instance of live interactive classes or pre-recorded courses, if the tutor uses any sexual or abusive language or depicts any forced sexual acts, or pornographic images, then in such cases, please immediately inform the Company at the contact provided below in Clause 26. The Company will make all efforts to take any and all necessary actions as per the applicable law. However, the Company explicitly disclaims any liability or responsibility in the event of such a circumstance.

Company will not be held responsible for any unethical, illegal acts performed by you on the advice of tutor or recorded video courses.

In no event shall the Company be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third-party, whether in an action in contract or tort, arising from your access to, or use of, the Platform or any content provided on or through the Platform.

The Company facilitates educational and informational on an "as is" basis and is liable only to provide its services with reasonable skill and care.

The Company's liability for any and all claims in the aggregate, arising out of or related to your use of the Platform, shall not under any circumstances exceed the amounts actually paid by You to the Company for its Services.

External Sites have not been verified or reviewed by Company and all use and access of External Sites is made at your own risk. "External Sites" means third party websites and online services to which the Service links. The Company gives no other warranty in connection with the Service and to the maximum extent permitted by law, Company excludes liability for:

- j. any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which Company have been made aware of;
- k. the accuracy, currency or validity of information and material contained within any communications or the Service;
- l. any interruptions to or delays in updating the Service;
- m. any incorrect or inaccurate information on the Service;
- n. the infringement by any person of any copyright or other intellectual property rights of any third party through any communication or use of the Service;
- o. the availability, quality, content or nature of External Sites;

- p. any transaction involving External Sites;
- q. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Service, or any Communication (save that, where digital content supplied to You by Company or on behalf of Company through the Service causes damage to your digital content or devices You may be entitled to compensation or repair or replacement, in which case kindly inform to Company); and
- r. all representations, warranties, conditions and other terms and conditions which but for this notice would have an effect

The Company does not warrant that the operation of the Service will be uninterrupted or error-free. The Company will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Company including Internet outages, communications outages, fire, flood, war or act of God.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

You agree that in relation to your use of the Service You will not in any way conduct yourself in a manner which is unlawful, or which gives rise to civil or criminal liability or which might call Company or the Service into disrepute. You agree that You are and shall remain responsible for maintaining the confidentiality of your password and username and for all activities that occur under your account.

18. Third- Party Permission

The Company has subscribed to various third-party service providers and You agree and acknowledge that, while accepting these Terms, You explicitly grant permission to these service providers to use your information and make cold calls in furtherance of our Services on the Platform, even when your mobile phone is on 'Do Not Disturb' mode. In the event of any dispute between the third-party and You, the Company shall not be held liable in any manner whatsoever.

19. Amendments to Terms

Company retains the right to modify these Terms: (a) in the event of any amendments made due to legal changes, (b) in the event of any amendments made due to decisions by the Supreme Court, (c) because of technical necessity, (d) in order to maintain Company operations, (e) in the event of a change in market conditions, (f) for the benefit of the user.

No amendment will take place if such amendment would substantially disrupt the contractual balance between the parties. Users will be informed of any amendments to the general Terms via the Platform or via notice by email or in writing.

20. Termination

Without limiting any other rights that Company may have, Company may remove, restrict, cancel or suspend access to and/or use of the Service and any part of it, if Company considers (in the sole discretion of Company) that You have breached any of these Terms.

You may also terminate your agreement with Company by ceasing to access the Service, deleting all copies of the Service or part thereof within your control. Termination shall not affect any rights or remedies, which have accrued up to the time of termination.

21. Indemnity

You agree to indemnify and hold us harmless, our contractors, and our licensors, and respective directors, officers, employees and agents from and against any all claims and expenses, including attorneys' fees, arising out of their use of the Services and/or the Platform, including but not limited to the violation of these Terms by the Users.

22. Severability

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

23. Assignment

Any rights and licenses granted hereunder shall not be transferred or assigned by you but, shall be assigned by the Company. Any attempted transfer or assignment in violation hereof shall be considered as null and void.

24. Waiver

No waiver of any terms of this agreement shall be treated as a further or continuing waiver of such term or any other term and the Company's failure to assert any right or provision under this agreement shall not constitute a waiver of such right or provision.

25. Government Laws and Jurisdiction

These Terms shall be governed by and construed in accordance with the Arbitration and Conciliation Act 1996, or such similar laws of India, which are not in conflict with each other. Such shall be subjected to the exclusive jurisdiction of the competent courts of Delhi, India.

26. Contact

If you have any questions about these Terms, please contact us by email or postal mail on the following address:

Name: Datinum Technologies LLP

E-mail id: contact@funoppia.com

Address: 27 D/1 GAUTAM NAGAR ANDREWSGANJ S.O SOUTH DELHI - 110049, INDIA.

