

1. Acceptance of Terms and Conditions

1.1 By using [Website Details]. (“Seekin .com” or “the Website”), you, the Customer ("you", "your", or the "User" in this document) unconditionally agree to the terms and conditions that we, Seekin India Private Limited with our registered office at Tower A, Paras Twin Towers, Golf course Road, Sector-54, Gurugram Gurgaon, Haryana - 122011 ("we" or "us" or "our" or “Seekin ” in this document) have provided herein for use of this Website. If you do not wish to agree to the outlined terms and conditions (the "Terms of Use" in this document) please refrain from using this Website.

1.2 Please read this agreement carefully. By browsing, accessing or using this Website or by using any facilities or services made available through or on it, you are agreeing to the Terms of Use that appear below (all of which are called the "Agreement"). This Agreement is made between you and us.

1.3 These Terms of Use were most recently updated on. We reserve the right to amend these terms and conditions at any time. All amendments to these terms and conditions will be posted on-line. Such changes may include, among other things, the adding of certain fees or charges. We suggest to you, therefore, that you re-read this important notice containing our Terms of Use and Privacy Policy from time to time so that you stay informed as to any such changes. If we make changes to our Terms of Use and Privacy Policy and you continue to use our Website, you are implicitly agreeing to the amended Terms of Use and Privacy Policy. Unless specified otherwise, any such deletions or modifications shall be effective immediately upon Seekin ’ posting thereof. Continued use of any of the services provided by Seekin via the Website (or via other electronic or other communication from Seekin) including the tutoring/teaching services, information services, creation and publication of Content on the Website (all of which are called the "Services" in this document) will be deemed to constitute acceptance of the new terms and conditions.

2. General

2.1 Use of the Service and the Website and any purchase or subscription are each subject to the Terms of Use set out in this Agreement.

2.2 To use the website and/or the Service (whether with or without registration) and to make any purchase, you must be 18 years of age or over or must be accompanied by someone who is your legal guardian.

2.3 The Website and the Service and any purchase are directed solely at those who access the Website from the Republic of India. Seekin makes no representation that Service (or any goods or services) are available or otherwise suitable for use outside the Republic of India. If you choose to access the Website (or use the Service or make a purchase) from locations outside the Republic of India, you do so on your own initiative and are responsible for the consequences thereof.

2.4 Seekin provides an interactive online service owned and operated by Seekin through the Website on the World Wide Web of the Internet (the "Web" or "Internet"), consisting of online teaching services, information services, content and transaction capabilities provided by Seekin, its subsidiaries, holding company, sister concerns, affiliate companies and its associates with whom it has business relationships ("Business Associates").

2.5 Seekin reserves the right to prevent you using the Website and the Service (or any part of them) and to prevent you from making any purchase.

2.6 While it is Seekin's objective to make the Website accessible at all times, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of Seekin, access to the Website may be interrupted, suspended or terminated from time to time. Seekin reserves the right, in its sole discretion, to terminate the access to any or all Seekin websites and the related services or any portion thereof at any time, without notice. Seekin shall also have the right at any time to change or discontinue any aspect or feature of the Website, including, but not limited to, content, graphics, deals, offers, settings, hours of availability and equipment needed for access or use. Further, Seekin may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

2.7 By registering an account on Seekin.com (website of Seekin) you agree to receive carefully selected marketing emails from Seekin. You are free to unsubscribe at any

time via the 'Unsubscribe' link contained at the bottom of every email.

3. Equipment

3.1 The User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to, and use of this Website and all charges related thereto. Seekin shall not be liable for any damages to the User's equipment resulting from the use of this Website.

4. User Conduct

4.1 This Website and any curriculum, video, audio, teaching session, software or any other content (the "Content") are the private property of Seekin . All interactions on this Website must comply with these Terms of Use.

4.2 The User undertakes not to use or permit anyone else to use the Service or Website:

- (i) to send or receive any information for which you have not obtained all necessary license and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- (ii) to send or receive any material which is harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- (iii) to intercept or attempt to intercept any communications transmitted by way of a telecommunication system; or
- (iv) to share, transmit and copy any curriculum, video, audio, teaching session or any other content available on our website with any third party without obtaining the prior written consent of Seekin ; or
- (v) to access content or data not intended for you, or logging onto a server or account that you are not authorized to access; or
- (vi) to probe, scan, or test the vulnerability of the Website, or any associated system or network, or to breach security or authentication measures without proper authorization; or
- (vii) to interfere with service to any user, host, or network, including, without limitation,

by means of submitting a virus to the Website, overloading, "flooding," "spamming," "mail bombing," "crashing" or instituting a "DDOS" attack on the Website;

(viii) to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; or

(ix) to forge any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Website; or

(x) to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Website; or

(xi) to get in touch with any of the teachers available on the website through their personal phone numbers or contact information; or

(xii) for any fraudulent purposes.

4.3 The User shall not post or transmit through this Website any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Seekin ' express prior, written approval, contains advertising or any solicitation with respect to products or Services.

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

4.5 The right to use this Website is personal to the User and is not transferable to any other person or entity. The User shall be responsible for protecting the confidentiality of User's password(s), if any. User understands and acknowledges that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of Seekin , and Seekin shall not be responsible for any data lost while transmitting information on the Internet. You must also agree to provide true, accurate, current and complete information about yourself while

completing registration form or information required for shipping (such information being the "Registration Data"), maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Seekin has reasonable grounds to suspect that such information is untrue, inaccurate, and not current or not in accordance with the User Agreement, Seekin has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Website.

4.6 The foregoing provisions of this Section 4 apply equally to and are for the benefit of Seekin , its subsidiaries and Business Associates, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

5. Payments and Transactions

5.1 All Content shall remain the property of Seekin even after the payment is made for the purchase of any services available on the Website. The purchase of any services available on the Website only grants to the User a non-exclusive, non-transferable and revocable license to the use of the Content that is purchased by such User, which shall be subject to this Agreement. The price applicable is that set at the date on which you place your order. If you are under 18 years old, you must have your parents' or legal guardian's permission to buy from this Website. Any payments made for the use of the Services of Seekin shall be deemed to be fully earned and non-refundable, and in the event, you decide to not avail the Services of Seekin , you shall not be entitled to the refund of any amount remitted to Seekin for the use of the Services.

5.2. You agree, understand and confirm that the credit card details provided by you for availing of services of the Website will be correct and accurate and you shall not use the credit card, which is not lawfully owned by you, i.e., in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details when making a payment via the Website.

5.3 Card information is transmitted securely through a third party. Seekin shall have no role to play in case of any dispute related to payments/refunds. It is expected that user shall contact the third-party payment gateway and/or the bank for any issues related to payment for products purchased through the Website. The collection and

usage of payment related information is governed by the policies of the payment gateway provider.

6. Offers and Discount Codes

6.1 Seekin reserves the right to offer discounts on its Services on the Website. Such discounts shall be as per the discount scheme that may be promoted by Seekin, and Seekin reserves the right to revoke such discounts at any time, as per its discretion.

7. Use of Information

7.1 Neither Seekin nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any Content or Services, nor its merchantability or fitness for any particular purpose (refer to Clause 10 for the complete provisions governing limitation of liabilities and disclaimers of warranty).

7.2 Under no circumstances will Seekin be liable for any loss or damage caused by User's reliance on information obtained through the Website. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice etc. or other content available through the Website.

7.3 The Website may contain links to third party websites maintained by other content providers. These links are provided solely as a convenience to you and not as an endorsement by Seekin of the contents on such third-party websites and Seekin hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If the User decides to access linked third-party websites, the User does so at his/her own risk.

8. Intellectual Property Rights

8.1 All intellectual property rights (including all copyright, patents, trademarks, service marks, trade names, designs (including the "look and feel" and other visual or non-literal elements)) whether registered or unregistered) in the Website, Content and Service, (subject to Clause 9.4) information content on the Website or accessed as part of the Service, any software provided to the Users as part of the Services, any database operated by us and all the Website design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations,

underlying source code and software (including applets and scripts) shall remain our property (or that of our licensors). You shall not, and shall not attempt to, obtain any title to any such intellectual property. All rights are reserved.

8.2 None of the material listed in Clause 9.1 may be reproduced or redistributed or copied, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, sold, rented or sub-licensed, used to create derivative works, or in any way exploited without our prior express written permission. You may, however, retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy, or distribute or use for commercial purposes any of the materials or content on the Website without our permission.

8.3 All rights (including goodwill and, where relevant, trademarks) in the Seekin name are owned by us (or our licensors). Other product and company names mentioned on the Website are the trademarks or registered trademarks of their respective owners.

9. User Submission and License Grant

9.1 “User Submissions” shall mean material (including without limitation text, images, notes, drawings, concepts, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose. We welcome your comments about your experiences shopping with us and your suggestions about how to improve the Website.

9.2 Any comments, ideas, suggestions, information, content, curriculum suggestions or additions, videos, audios, teaching sessions or any other content you contribute to Seekin or the Website (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable & non-exclusive license to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on such content without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary. You agree and understand that whether or not such User Submissions are

published on the Website, Seekin does not guarantee any confidentiality with respect to any such submissions. Furthermore, you agree and acknowledge that Seekin may publish your name and submissions on the Website, Seekin managed social media, advertising, print material or in any other press releases of media items.

9.3 In relation to your User Submission, you covenant, represent and warrant that: you own or otherwise have the necessary licenses, rights, consents and permissions to use and authorise Seekin to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all the User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and the Terms & Conditions.

9.4 In connection with your User Submissions, you agree that you will not (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Seekin all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that may cause or likely to cause any damage to Seekin or any third party; (iii) submit material that is unlawful, obscene, defamatory, threatening, pornographic, harassing, hateful, racially, communally or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person.

9.5 You agree and acknowledge that Seekin does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Seekin expressly disclaims any and all liability in connection with User Submissions. Furthermore, Seekin does not permit copyright infringing activities and infringement of intellectual property rights on the Website. Seekin is entitled to block and remove all content and User Submissions without any prior notice.

9.6 All comments, suggestions, ideas, notes, drawings, concepts, content, curriculum, write up, stories, videos, audio recordings or other information disclosed to us in response to solicitations by us regarding the Service or the Website; (in each foregoing case, these are called "Ideas") shall be deemed to be and shall remain our property and you hereby assign by way of present and future assignment all intellectual property

rights in Ideas, to us. You understand and acknowledge that we have both internal resources and other external resources which may have developed or may in the future develop ideas identical to or similar to Ideas and that we are only willing to consider Ideas on these terms. In any event, any Ideas are not submitted in confidence and we assume no obligation, express or implied by considering it. Without limitation, we shall exclusively own all now known or hereafter existing rights to the Ideas of every kind and nature throughout the world and shall be entitled to unrestricted use of the Ideas for any purpose whatsoever, commercial, or otherwise without compensation to the provider of the Ideas.

10. Disclaimer of Warranty; Limitation of Liability

10.1 The User expressly agrees that use of the Website is at the User's sole risk. Neither Seekin , its subsidiaries, Business Associates nor any of their respective employees, or agents warrant that use of the Website will be uninterrupted or error free; nor do they make any warranty as to (i) the results that may be obtained from use of this Website, or (ii) the accuracy, reliability or content of any information, service or merchandise provided through the Website.

10.2 The Website is made accessible on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement.

10.3 We do not give any warranty that the Services or the Website are free from viruses or anything else which may have a harmful effect on any technology.

10.4 We reserve the right to change, modify, substitute, suspend or remove without notice any discount or related promotion from the Website or forming part of the Service from time to time.

10.5 We reserve the right to block access to and / or to edit or remove any material which in our reasonable opinion may give rise to a breach of this Agreement.

10.6 This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or

unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. The User specifically acknowledges that Seekin is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with the User.

10.7 In no event shall Seekin , or any Business Associates producing or distributing the Website, or the contents hereof be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Website. The User hereby acknowledges that the provisions of this Clause shall apply to all content on the Website.

10.8 In addition to the terms set forth above, neither Seekin , nor its Business Associates shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or inauthenticity of, the information contained within the Website, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including without limitation lost profits, punitive or consequential damages.

10.9 Nothing in this Agreement shall exclude or limit our liability for (i) fraud; (ii) death or personal injury caused by our breach of duty; or (iii) other liability which cannot be excluded or limited by applicable law.

10.10 Seekin shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

10.11 We have no control over and no liability for any third-party websites or materials. We work with a number of partners whose Internet sites may be linked with the Site. Because we have no control over the content and performance of these partner and affiliate sites, we make no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are

owned by third parties. You acknowledge and agree that we make no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third-party content.

11. Indemnification

11.1 The User agrees to defend, indemnify and hold harmless Seekin and its Business Associates, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of (i) the use of this Website; (ii) the use of the Service or Website through your password; or (iii) any breach of this Agreement by you.

12. Termination

12.1 Seekin may terminate this Agreement at any time. Without limiting the foregoing, Seekin shall have the right to immediately terminate any passwords or accounts of a User in the event of any conduct by the User which Seekin, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. All such provisions wherein the context so requires, including Clause 10, 11, 12 and 13 shall survive termination of this Agreement.

12.2 Our right to terminate this Agreement shall not prejudice any other right or remedy we may have in respect of any breach, or any rights, obligations or liabilities accrued prior to termination.

13. Force Majeure

Without prejudice to any other provision herein, Seekin shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond Seekin ' control, including, without limitation, acts of the User, embargo or other governmental act, regulation or request affecting the conduct of Seekin' business, fire, explosion, accident, theft, vandalism, riot, acts of war, epidemics or pandemics, strikes, network or internet outages or other labor difficulties, lightning, flood, windstorm or other acts of God.

14. Miscellaneous

14.1 This Agreement and our Privacy Policy constitutes the entire agreement of the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on when entering into this Agreement (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement. However, the Service is provided to you under our operating rules, policies, and procedures as published from time to time on the Website.

14.2 No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

14.3 The section headings used herein are for convenience only and shall be of no legal force or effect.

14.4 If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

14.5 All provisions of this Agreement apply equally to and are for the benefit of Seekin and its Business Associates and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that this Agreement may be varied or rescinded without the consent of those parties).

14.6 Seekin' headquarters are in the National Capital Region of India. Legal issues arising out of, but not exclusive to the use of, this Website (unless otherwise specifically stated) are governed by and in accordance with the laws of India (exclusive of its rules

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