

**TERMS AND CONDITIONS FOR USER OF APP**

**UNDERSTANDING**

1. This **Agreement** sets out the legally binding terms of your use and access of our mobile application – iversusi (**'App'**) and any of your activities on the App as well as on all other pages, platforms and services related to or accessible *via* the App or otherwise in any manner respecting information exchanged *via* the App (**'Use'**).
2. This App is created and controlled by Targetplus Education Private Limited (**'TEPL'**), which expression, unless repugnant to the context, shall be deemed to include TEPL's affiliates and business partners and other entities which TEPL has collaborated with or might collaborate with for the purposes of the App or any part thereof or content thereon. This Agreement may be modified by TEPL from time to time, effective upon notice to you as a visitor or user of any content or service made available on the App in any manner and to any extent whatsoever.
3. Your visit to or Use of this App shall entail a presumption that you have read and fully understood that the terms, conditions and disclaimers contained in this Agreement (**'Terms'**) are fully accepted by you and binding on you.

**APPLICABLE LAW**

4. This Agreement and your Use of this App shall be governed by the laws of India in respect of all the Terms governing/respecting your Use of this App.

**ELIGIBILITY**

5. You represent and warrant that you are competent and eligible to enter into a legally binding agreement and have the requisite authority to bind the other party to this Agreement. If you Use this App as a minor, such use shall be deemed to be made available to you by your parent or legal guardian, who will be deemed to have read and fully understood that the Terms contained in this Agreement are fully accepted by and binding on such parent or legal guardian and your Use of this App as a minor shall also be deemed to be made with the consent of such parent or legal guardian. TEPL shall not be responsible for any consequence that may arise from your misuse of any kind, as a minor, of the App. TEPL reserves the right to prevent/terminate your access to or any Use by you of this App in the event that you are found to be a minor and have indulged in Use or attempted to Use the App based on misrepresentation of your age or without obtaining the necessary consent of your parent or legal guardian. You acknowledge that

the sole and exclusive responsibility to observe and ensure compliance with the above requirements shall be yours and not of TEPL. You shall not Use this App if you are a minor and non-compliant with the necessary conditions governing the Use of the App by a minor.

## **TERM**

6. TEPL reserves the right to prevent/terminate your access to or any Use by you of this App for any reason, effective without the need to send you any notice for the purpose.

## **MODIFICATION OF TERMS**

7. TEPL reserves the exclusive right to make changes to this App and the Terms governing/respecting your Use of this App, at any time, without any prior notice or intimation to you. You can access the latest version of the Terms at any time, but you are advised to review the Terms at regular intervals and ensure that the Terms are acceptable to you at all times of your Use of this App, as may be modified from time to time. In the event that the modified Terms are not acceptable to you, you must forthwith discontinue your Use of the App. However, should you continue to Use the App, it will be presumed that you have irrevocably and unconditionally agreed to fully accept and abide by such modified Terms.

## **INFORMATION**

8. Your Use of the App might include/involve providing of certain information or data by you, processing of which shall be governed by our Privacy Policy to the extent applicable thereto, a link to which Privacy Policy is also available on the App for you to read and agree that the terms therein are fully acceptable to you before any information or data is provided by you on or *via* the App. Any such information or data provided by you on or *via* the App shall be deemed to be complete and accurate and in the event that any such information or data is found to be untrue, inaccurate, outdated, incomplete or misleading in any manner whatsoever, or in the event that TEPL has any reasonable ground to suspect that any information or data provided by you is untrue, inaccurate, outdated, incomplete or misleading in any manner whatsoever, TEPL reserves the right to prevent/terminate your access to or any Use by you of this App, effective without the need to send you any notice for the purpose.
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- 12.** Any unauthorized use of the App or Use by you found in breach of any of the Terms contained in this Agreement shall terminate the permission or license granted by TEPL to you for any purpose.

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21. You specifically agree that TEPL shall not be responsible for any unauthorized access to or alteration of your transmission or data, any material or data sent or received or not sent or received, or any transaction entered into through the App. You specifically agree that TEPL shall not be responsible or liable for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other user of this App or any infringement of any other person’s (natural or legal) or entity’s rights, including intellectual property rights.

#### **INDEMNITY**

22. You agree to defend, hold harmless, indemnify and hereby indemnify TEPL, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including advocates’ and attorneys’ fees, caused by or arising out of claims based upon your Use of the App or any belief or action or inaction of yours basis any content or service made available or intended to be made available or conveyed *via* the App, including but not limited to any warranty, representation, or undertaking or in relation to the non-fulfillment of any obligation under this Agreement or arising out of your infringement of any applicable law or breach of any other applicable enactment. This clause shall survive the expiry of termination of this Agreement.

#### **ARBITRATION**

23. Without prejudice to the generality of what is stated in clause 4 above, this Agreement shall be governed by and be enforced by the laws applicable in Lucknow, Uttar Pradesh. All legal issues arising at any point of time in respect of the Terms governing/respecting your Use of this App shall be subject to the exclusive jurisdiction of the law courts in Lucknow, Uttar Pradesh. You and TEPL agree to make all attempts to resolve all controversies, differences or claims howsoever arising out of or in connection with this Agreement, by discussion and consensus, failing which, any dispute or contest shall be referred to arbitration and finally resolved in accordance with the Indian Arbitration and Conciliation Act, 1996, by the appointment of a single arbitrator, who shall be appointed by the mutual consent of both the parties, within a further period of 30

(thirty) days. The venue and seat of arbitration shall be Lucknow, Uttar Pradesh. The parties to such dispute resolution shall equally bear the costs and expenses thereof and shall separately bear their counsel fees and expenses.

#### **SUGGESTIONS, COMPLAINTS, AND DISPUTES**

24. Suggestions, complaints and disputes respecting the App or any content thereof, may be addressed to TEPL by writing at - \_\_\_\_\_ **[To insert appropriate e-mail address]**.

#### **ELECTRONIC COMMUNICATION**

25. Your access or Use of the App or sending e-mails to us or providing any information or data to *via* the App, shall entail you communicating with TEPL electronically. You consent to receive electronic communications from TEPL or its affiliates. TEPL shall communicate with you *vide* electronic mail (e-mail) or by posting notices on the App. You agree that all agreements, notices, disclosures, and other communications to you provided electronically, shall be in full compliance with any legal requirement that any such communication be in writing.
26. Any notice, request, demandor other communication by you to TEPL shall be addressed to TEPL by writing at - \_\_\_\_\_ **[To insert appropriate e-mail address]**, or by posting to the address - 10, Station Road, Lucknow - 226001, Uttar Pradesh, India.

#### **SEVERABILITY**

27. Any provision of this Agreement which is prohibited or rendered unenforceable on any account whatsoever, shall be deemed to be ineffective only to the extent of such prohibition or unenforceability, without invalidating any of the remaining portions of this Agreement.

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