

# Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

We esteem your trust. To respect that trust, Mittsure sticks to moral principles in get-together, utilizing, and shielding any data you provide.

These terms and conditions (“Terms and Conditions”), are between Mittsure Technologies LLP (hereinafter referred to as “Mittsure” incorporated under Company Act and Registering, accessing, delegating/using, or utilizing the services, hardware, software, application, processes etc. provided by Mittsure or whatsoever in any form by its affiliated or registered partners ( such as distributors, dealers, retailers, schools) / members (such as retail users, students, student’s parents & associates), (hereinafter referred to as “You” or “Your” or “User(s)”. This protection strategy administers your utilization of the application by accessing ‘Mittsure Smart Learning’ – The learning App (Application), ‘Mittsure Parent App’, ‘Mittsure Admin App’, ‘Mittsure Rewards App’ [www.mittsure.com](http://www.mittsure.com) , [www.erp.mittsure.com](http://www.erp.mittsure.com), [www.rewards.mittsure.com](http://www.rewards.mittsure.com), [www.mittshop.mittsure.com](http://www.mittshop.mittsure.com) & [www.schoolathome.mittsure.com](http://www.schoolathome.mittsure.com) [“we”/ “us” / “Mittsure”/ company ] , we collect, uses, maintains and discloses information collected from users (each, a "User") of the [www.mittsure.com](http://www.mittsure.com) website ("Site"). This terms of use along with privacy policy applies to the Site and all products and services offered by [www.mittsure.com](http://www.mittsure.com) And Mittsure Technologies LLP whatsoever in any form by its affiliated or registered partners / members.

If it's not too much trouble, read the Terms of Use ('ToU') cautiously prior to utilizing the Application, Website, our administrations and items, alongside security strategy ('Policy') gave on the Application and the Website. Your utilization of the Website, Application, or administrations regarding the Application, Website or items ('Services'), or enlistments with us through any modes or use of any items will imply your acknowledgment of this Policy and your consent to be lawfully limited by something very similar.

By visiting this site or accepting these Terms of Use, you agree to and abide by these Terms of Use. You also represent and warrant to the Company that you will use the Site in a manner consistent with any and all applicable laws and regulations. If any of the terms and conditions are unacceptable or you disagree with the provisions of this Policy, it is advised that don't utilize the website/ application and the services, hardware, software, application, processes etc. provided by Mittsure or whatsoever in any form by its affiliated or registered partners / members.

## Who we are?

Mittsure Technologies LLP [MTL] is a leading Ed Tech company, incorporated in India, for improving learning School automation, books publications and digital learning platform to provide various services such as online/offline videos , ERP modules, tech solutions, online classes, retail logins etc. We deal in feature rich tablet with Smart Learning Application for accessing digital content & videos for respective class/medium/board. We also offer online classes with interactive session. We also offer Book Sets as per board/medium from Nursery to 8<sup>Th</sup> class on our E-com platform.

## Acceptance clause

The terms of use along with privacy policy shall apply to users of Mittsure. For creating access to the Mittsure website/ application, you have to register yourself with us. Any credentials given by you shall be kept confidential except certain information which may be shared with third party with your prior consent (In writing to prescribed email id). We shall communicate you from time to time via email or in any other manner (Offline/online) in regard to your registration with us or for any further update/ alert. Your utilization of the Website, Application, or administrations regarding the Application, Website or items ('Services'), or enlistments with us through any modes or use of any items will imply your acknowledgment of this Policy and your consent to be lawfully limited by something very similar.

## **Registration with us**

The Application/Website/Services/items gets the data you give when you download and register for the Application or Services or items. At the point when you register with Mittsure or you may be provided an account & registered through your school/partners with Mittsure platform (a)School Name, (b) School Contact No, (c) School Mail I'd, (d) Address, (e)Number of SMS to be allotted, (f)Admin Name, (g)Admin Contact Number. (h)Admin Mail, (i)Owner/ Director Name, (j) Owner Contact No, (k)Owner Mail, (l)Principal Name, (m)Principal Contact Number and (n)Principal Name. The said data gathered from the clients could be arranged as "Individual Information", "Delicate Personal Information" and "Related Information". Individual Information, Sensitive Personal Information and Associated Information (each as independently characterized under this Information Technology (Reasonable security practices and methods and touchy individual information or data) Rules, 2011 (the "Information Protection Rules")) will on the whole be alluded to as 'Data' in this Policy. When creating account, you confirm that the information so provided is accurate and complete and you do not share password with anyone. You must notify us immediately of any breach of security or unauthorized use of your account. We will not be liable for any losses caused by unauthorized use and we shall not take responsibility for any derogatory content uploaded by you Or by any person/institute community, group of persons or through your account.

We will not differentiate between who is using the device to access the Application, Website or Services or products, so long as the log in/access credentials match with yours. In order to make the best use of the Application/Website/Services/products and enable your Information to be captured accurately on the Application/Website/Services/products, it is essential that you have logged in using your own credentials We will, consistently, give you the choice not to give Personal Information or Sensitive Personal Information, which we look for from you. Further, you will, whenever while utilizing Application/Services/items, additionally have a choice to take back your agreement offered to us to utilize such Personal Information or Sensitive Personal Information. Such withdrawal of the agreement is needed to be sent in writing in hard copy to us at the address given below in this Policy. In such occasion, notwithstanding, the Company completely holds the privilege not to permit further utilization of the Application or offer any Type of assistance/items thereunder to you.

## **Prohibited Act**

- All contents on the Site are the exclusive property of MITTSURE except the third party content. The software, text, images, graphics, video and audio used on the Site belong to MITTSURE. No material from the Site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from MITTSURE. All rights not expressly granted herein are reserved. Unauthorized use of the materials appearing on the Site by the User may violate copyright, trademark and other applicable laws, and You shall be liable for criminal and/or civil penalties for the same. You are granted a non-exclusive, non-transferable, limited right to access the Site and avail the services provided by MITTSURE on the Site.
- User shall not post, upload, modify, publish, comment or share any information which is grossly Antinational, unethical, illegal, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
- User shall in no case impersonate another person and cannot assign the right to use such services/ product/ site to any other person.
- User shall not post, upload, modify, publish, or share any information which threatens the unity, integrity, defense, security or sovereignty of India or incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

- User shall not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively Impact/affect in any manner whatsoever, any electronic equipment in connection with the use of the Site, or other user's ability to use the Site.
- The Site may be used only for educational and academic purposes by authorized individuals and it prohibits any other use of the Site, and all Users agree not to perform any of the following:
  - a) Send unsolicited mail or e-mail/SMS, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Site;
  - b) Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
  - c) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site;
  - d) Aggregate, copy or duplicate in any manner any of the content or information available from the Site; or
  - e) The Users agree not to use / insert any of the User's URL, weblink, e mail address and website while accessing any material on the Site.
- User shall not do any act or omission which is derogatory/ violative / punishable under any law in force in India.

#### **No liability clause**

- MITTSURE does not warrant that the Site will operate error-free or that the Site and its servers are free of computer viruses or other harmful mechanisms. If your use of the Site or content therein results in the need for servicing or replacing equipment or data, we are not responsible for any such costs that the User incur. Site and content are provided on an "as is" basis without any warranties of any kind including, but not limited to any implied warranties of merchantability or fitness of the content for any particular purpose. While utmost care is taken to provide correct and up to date information, we do not warrant the accuracy, completeness and timely availability of the information provided on the site and accepts no responsibility or liability for any error or omission in any information provided on the site or its comprehensiveness. We, to the fullest extent permitted by law, disclaim all warranties, whether express or implied, including the fitness for particular purpose and non-infringement.
- MITTSURE shall not be liable for any damage to User's computer system or loss of data that result from the download of any content, materials, and information from the Site or use of any software, systems, functionality, or other services on the Site. Further, under no circumstances, MITTSURE shall be liable for any unlawful act of the User or its associates, agents including misuse of any data, unfair trade practices, fraud, cyber-squatting, hacking, cyber-crimes or any other act which are not performed within the authority of company.

#### **Sale of Product**

Apart from Application and website, our content also available to users in tablets [online as well as offline mode] and in flipbooks as exclusively provided by the company. Though company is not the manufacturer of the hardware and hence, company is not liable for any latent or patent defect in the hardware. Company is only Provisioning the digital content provided in such hardware.

#### Mode of purchasing

For purchasing the Digital content and/or hardware, software, application, processes etc. provided by Mittsure, user has to register to the Mittsure website, Mittsure Services with /without hardware select the tablet or flipbook and then proceed to purchase the same.

#### Mode of returning

Product once purchased shall not be returned in any case except in some circumstances which company deems appropriate.

### **Digital content through Tablet Management**

In tablets, we provide digital content which user may either access online or download it for future reference as per the purchase plan. Besides, we also provide our digital content in storage device such as SD cards. The company provide all facilities to its user to understand or access the services better by us. The users are free to call or intimate us by writing on our email as provided below for queries/feedback in accessing or operating services provided by Mittsure. Company or its authorized employees shall in no case, access or monitor remotely the device information without express consent of the user or if user is minor then the person under whose control device is being used by the minor.

### **For Minors**

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 Application/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 minors). The Company reserves the right to terminate Your subscription and / or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your parent/legal guardian or any information provided by You is inaccurate. You acknowledge that the Company does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any Information about themselves or their parents and other family members on the Application.

### **Indemnification clause**

You agree to defend, hold harmless, and indemnify MITTSURE and the its Participants, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, agents and employees from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the MITTSURE Site, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, MITTSURE or its Participant will provide you with written notice of such claim, suit, or action.

### **Termination/ discontinuance of right?**

MITTSURE, in its sole discretion, may terminate your use or user's account the Site/ services or your participation in it, for any reason or no reason, upon notice to you. Those who are violating the term of services are subjected to termination of availed services. MITTSURE reserves the right at any time in their sole discretion to cancel, delay, reschedule update/modify alter the format of any course offered through it, or to cease providing any part or all of the Site content or related services, and you agree that neither MITTSURE nor any of its Participants will have any liability to you for such an action.

If you no longer desire to participate in the Site / Services, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use.

## Monitoring

To the extent permitted by law, we may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies. This may include the recording of telephone conversations.

## Contact Information: Grievance Officer

Our helpdesk team shall overtake all the reasonable efforts to address your queries at the earliest possible opportunity. Contact us at:

**Name of Grievance Officer** : Ms. Ritika Maheshwari  
**Contact Number** : +91 83067-77601  
**E-mail id** : [manager.cmo@mittsure.com](mailto:manager.cmo@mittsure.com)

## Terms & Conditions

Kindly read the Terms and the privacy policy of the Company ("Privacy Policy") as for enrollment with us, the utilization of the Application, Website, Services and items cautiously prior to utilizing the Application, Website, Services or items. In case of any inconsistency between the Terms and some other arrangements regarding the Application or Website or Services or items, the arrangements of the Terms will win.

Your utilization/access/perusing of the Application or Website or the Services or items or enlistment (with or without installment/with or without membership) through any methods will imply Your acknowledgment of the Terms and Your consent to be lawfully limited by something very similar.

In the event that You disagree with the Terms or the Privacy Policy, kindly don't utilize the Application or Website or benefit the Services or items. Any admittance to our Services/Application/items through enrollment/membership is non adaptable.

Besides as referenced underneath, all data, content, material, brand names, administrations marks, business trademarks, and proprietary innovations including yet not restricted to the product, text, pictures, illustrations, video, content and sound, contained in the Application, Website, Services and items are exclusive property of the Company ("Proprietary Information"). No Proprietary Information might be duplicated, downloaded, replicated, altered, republished, transferred, posted, communicated or dispersed in any capacity without acquiring earlier composed authorization from the Company and nothing on this Application or Website or Services will be or items considered to present a permit of or some other right, interest or title to or in any of the protected innovation rights having a place with the Company, to the User. You may possess the medium on which the data, substance or materials dwells, however the Company will consistently hold full and complete title to the data, substance or materials and all licensed innovation rights embedded by the Company on such medium. Certain substance on the Website may have a place with outsiders. Such substance has been duplicated subsequent to taking earlier assent from said gathering and all rights identifying with such substance will stay with such outsider. Further, you perceive and acknowledge that the responsibility for brand names, copyright, logos, administration marks and other protected innovation possessed by any outsider will keep on vesting with such gathering and You are not allowed to utilize something very similar without the assent of the particular outsider.

## Jurisdiction of court

The Terms of Use shall be governed by the Laws of India. The Courts of law at Jaipur shall have exclusive jurisdiction over any disputes arising under the Terms of Use.

## Feedback:

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

feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Application may have something similar to the feedback already under consideration or in development; and (iv) 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.

#### **Customer care**

We make all best endeavours to provide you with a pleasant experience. In the unlikely event that You face any issues, please contact us at [hello@mittsure.com](mailto:hello@mittsure.com).

#### **Related terms**

“User” means and includes any person who access or avail the website/ Application of the company for the purpose of accessing digital content, publishing, sharing, transacting, displaying or uploading information and person who are using the services or product as provided by the company for personal use or for managing its affairs under Enterprise Resource Planning (ERP).

“Services” means and includes any information, knowledge, facts, concepts or instruction as provided by the company to its users through Web portals, mobile app, tablets, E-com, flip books, website, Mitt Online classes, Mitt Online Pro Classes.

“Product” includes information, knowledge, facts, concepts or instruction provided through tablet or SD card, Digital content, Enterprise resource planning (ERP), Flip books, Mobile applications and online class.