

## TERMS OF SERVICE

**INCASSABLE TECHNOLOGIES PVT. LTD**, a Private Limited Company incorporated under the Companies Act, 2013, having its registered office at Plot No. 101,Block AC, Near Chotu Ram Chowk,Gurgaon-122017, Haryana, India hereinafter referred to as the “Company” (where such expression shall, unless repugnant to the context thereof, be deemed to include its representatives, administrators, permitted successors and assigns.) The creator of these Terms of Service ensures steady commitment to your privacy with regard to the protection of your invaluable information. This document contains information about the Website and mobile application for IOS and Android <https://swiflearn.com/> (hereinafter collectively referred to as the “**Platform**”).

### 1. DEFINITION

For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,

- i. “We”, “Our”, and “Us” shall mean and refer to the Platform and/or the Company/, as the context so requires.
- ii. “User/Learners/students” shall mean and refer to natural and legal individuals who use the Website and who intend to seek information, contact or obtain the services of the teachers who shall be conducting classes through live video sessions/video conferencing on the Platform or enrol for the tutorials on the Platform. They must be competent to enter into binding contracts, as per Indian laws.
- iii. “Professional User/Tutor” shall mean a professional teacher, who shall conduct classes on the Platform through video conferencing.
- iv. “Subscription” refers to the package/tutorial plan or time slot which the User wants to attend and proceeds to pay the fee for.
- v. “Services” refer to providing a Platform where professional teachers can conduct tutorial or classes through video conferencing aimed at school students for a specific age group, which can be subscribed to by the Users.

- vi. "Third Parties" refer to any Application, company or individual apart from the User and the creator of this Website.
- vii. The term "Platform" refers to the Website which enables the Users to subscribe to classes by professional teachers on any one or various subjects, which will be conducted through video conferencing.

## **2. TERMS**

- i. The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- ii. The use of this Platform by the Users is solely governed by these Terms as well as the [Privacy Policy](#), and any modifications or amendments made there to by the Company, from time to time, at its sole discretion. If the Visitor or Customer continue to access and use this Platform, you are agreeing to comply with and be bound by the following [Terms of Service](#) and Our [Privacy Policy](#). The User expressly agrees and acknowledges that these Terms and Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- iii. The Users unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the Users shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that the User's act of visiting any part of the Platform constitutes the User's full and final acceptance of

these Terms and the aforementioned Policy.

- iv. The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User or a 30 days prior intimation if the Company deems it necessary, and the Visitor expressly agrees that any such amendments or modifications shall come into effect from such time as the Company deems fit. If the Visitor does not adhere to the changes, they must stop using the Services at once. Their continuous use of the Services will signify your acceptance of the changed terms.

### **3. SERVICE OVERVIEW**

The Company shall operate a Platform, which enables professional teachers to conduct classes on a varied range of subjects through video conferencing. The students will be eligible for a demo/trail classes. After which they can choose the time slot, the class strength or the student ratio and the timings and subscribe to the classes for the subject of their choice for any time period ranging from one month to a year.

The Users can at any time after subscribing to the Services, request for a change in the time slot, batch or teacher. But the same would be processed only on the availability of the requested teacher or vacancy in the requested time slot.

### **4. REGISTRATION**

- a. Registration is mandatory for the students to avail trail classes or subscribe to the services on the Platform. The Users can register themselves by providing information including but not limited to personal information such as parent's name, email address, contact number, student's name, School name, Class details, Board, City, Address, Grade and any other information as the Company may deem necessary from time to time.
- b. The Users cannot currently link his/her Facebook account to the Platform while registering.

- c. The Registration on the Platform is presently free, charges are levied only on the subscription of services by the Users. But charges for registration can be levied any time in future and the same shall be at the sole discretion of the Company.
- d. Registration for students on the Platform can only be done by the parents or guardians of the minors, the students cannot register by themselves on the Platform. For minors accessing or availing the services on the platform the onus of responsibility for the acts performed by them shall lie with their guardians, the Company or platform shall not be held liable in any manner.
- e. Further, at any time during the use of this Platform, including but not limited to the time of registration, the Users are solely responsible for protecting the confidentiality of their Username and password, and any activity under the account shall be deemed to have been done by them.

## **5. ELIGIBILITY**

- a. The User represents and warrants that they are competent and eligible to enter into legally binding agreements and are the parents or lawful guardians of the minors who will be availing the services on the Platform and that they have the requisite authority to bind themselves to these Terms in accordance with the Law.
- b. The User operates the account and avails the services solely for his personal purposes without any ulterior motives or intent to cheat the Platform, Company or their affiliates.
- c. The Professional User warrants that all the content to be shared by them through the live video sessions with the students are their sole creations and the same do not infringe the Intellectual Property rights of any individual or organisation.

## **6. CONTENT**

- a. The Content displayed on the Platform that is created by the

Company is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Company and the copyright owner.

- b. Users shall be solely responsible for the authenticity of the content generated on the platform by them in the form of profile information, user experiences, and reviews and videos posted by them.
- c. The Platform reserves its right to suspend the account of any User for an indefinite period to be decided at the discretion of the Administrator, or to terminate the account of any Customer who is found to have created or shared or submitted any Content in the form of review or content or part thereof that is found to be untrue/inaccurate/misleading, offensive or promotes a business not legally permissible under the laws of the land.
- d. The User shall be solely responsible for making good any financial or legal losses incurred through the creation/sharing/submission of Content or part thereof that is deemed to be untrue/inaccurate/misleading or plagiarised. All the information of the business provided by the customer should be up to date and authentic.
- e. The Users, more specifically the professional users shall at all times abide by the present content clause and Comply with the Copyright laws in India.

## **7. PAYMENT**

- a. Registration on the Platform is free of cost at present. However, in case of purchase of service, the Customer shall pay an amount for the Services availed through the Platform directly to the Company in any of the prescribed modes of Payment Methods
  - ii. Debit Card
  - iii. Credit Cards
  - iv. Amex Card

- v. Net Banking
  - vi. Payment wallets like PAYTM/PAYU/PAYPAL UPI
  - vii. Online Payment Gateways.
- b. The User(s) acknowledges that a minimum of one of the above payment methods shall be offered on the Platform. The Users are solely responsible for the genuineness of credentials and payment information provided on the Platform and the Platform shall not be liable for any consequences, direct or indirect, resulting from the provision of incorrect or untrue credentials or payment information by any Users.
- c. The payment is processed through a third-party gateway and the User shall be bound by the third party's terms and conditions.
- d. The Prices of the Services displayed on the Platform may be changed at any point of time without prior notice and except for rates of videos uploaded by gurus, charges for all other services shall be decided solely at the discretion of the Company.
- e. The final discretion to accept an order for a service placed by a User shall solely vest with the Company and the Company may choose not to accept the order of certain Users.

## **8. REFUNDS**

The request for refund by Users will be permitted on a pro rata basis, i.e the fee applicable for the period the service has been consumed would be deducted and the remaining amount of the subscription would be refunded to the Users. The refund will not include the taxes paid at the time of purchasing the subscription. The Company shall have the sole discretion of revising or altering the refund policy at any point of time without any prior notice.

## **9. TERM & TERMINATION**

- a. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect

until the User continues to access and use the Services and Platforms.

- b. A Customer may terminate their use of the Services and the Platform at any time by sending mail to support@swiflearn.com.
- c. The Company may terminate these Terms and close a User's account at any time without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises without notice or cause.
- d. Such suspension or termination shall not limit our right to take any other action against you that the Company considers appropriate.
- e. It is also hereby declared that the Company may discontinue the Services and Platforms without any prior notice.
- f. The Platform also reserves the universal right to deny access to particular Visitor's, to any/all of its Services without any prior notice/explanation in order to protect the interests of the Platform and/or other visitors to the Platform.
- g. The Company reserves the right to limit, deny or create different access to the Platform and its features with respect to different Customers, or to change any of the features or introduce new features without prior notice.
- i. The Customer shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

## **10. COMMUNICATION**

- a. By using the Services and Platform and providing his/her identity and contact information to the Company through the Platform, the Users hereby agree and consents to receive calls, e-mails or SMS from the Company and/or any of its representatives at any time.
- b. If the Users desire, they may unsubscribe from receiving any promotional e-mail or messages from the Platform by sending a mail to support@swiflearn.com

- c. Customers can report to the Company any grievances or suggestions that they have by mailing at [support@swiflearn.com](mailto:support@swiflearn.com) . If they find any discrepancy with regard to Service-related information and the Company will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time taken for investigation.
- d. Any request raised with regard to change of timing or teacher shall be processed subject to vacancy in the requested time slot or batch.
- e. In case of any copyright infringement issues Users may have regarding the content displayed on the Platform, the affected users may issue notices in this regard by sending a mail to [support@swiflearn.com](mailto:support@swiflearn.com) .

## **11. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT**

The User agrees and acknowledges that they are a restricted User of this Platform and that they:

- a. Agree to provide genuine credentials during the process of registration on the Platform. They shall not provide false or incorrect information.
- b. Agree that they are solely responsible for maintaining the confidentiality of their account password. The User must notify the Company immediately of any unauthorized use of their account. We reserve the right to close your account at any time for any or no reason.
- c. Agree not to contact the tutors or teachers directly at any point of time while using the Platform. Will contact the tutors only through the Platforms.
- d. Will not provide the direct contact numbers or e-mail i.d to the tutors and in case they are asked by the Tutors for such details, shall immediately bring it to the notice of the Company.
- e. Authorize the Platform to use, store or otherwise process certain personal information and all published Content, Offer redemption's,



reviews and ratings, experience stories for personalization of Services, marketing, and promotional purposes and for optimization of User-related options and Services.

- f. Consent to receiving promotional emails and sms after registering on the Platform.
- g. Consent to the Platform sharing the information provided by them with the Service Providers/Business Partners of the Platform for better enhancement of services provided by both the Platform and the service Provider. This sharing of information would not be restricted to the Partner for whose services or products the User subscribes.
- h. Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform.
- i. Users expressly consent to follow the terms and conditions, and policies of the Customers whose web pages are hosted by the Company from whom they are making purchases.
- j. Expressly agrees to make good any losses suffered by the Company or platform which result as a consequence of any act committed by the User including but not limited to acts of fraud and falsification of information.
- k. Expressly agree to the Platform making calls and sending SMS with regard to the services subscribed or promotional activity through a third party platform.
- l. Agrees that they are using the services of the Platform and accessing the platform at their own risk with their prudent judgment and the Company or Platform shall not be responsible for any resulting losses suffered.

Further:

- a. The Users hereby expressly authorizes the Company /Platform to disclose any and all information relating to the User in the possession of the Company /Platform to law enforcement or other government

officials, as the Company / may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involving personal injury and theft/infringement of intellectual property. The User further understands that the Company /Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

- b. By indicating Company's acceptance to purchase any service offered on the site, the user is obligated to complete such transactions after making payment. Company shall be prohibited from indicating their acceptance to purchase services where the transactions have remained incomplete.
- c. The Users agree to use the services provided by the Company for lawful purposes only.
- d. Users agree to provide authentic and true information. The Company reserves the right to suspend a User's account if the information is found to be false or incorrect or the services are being misused, the Company may suspend the User's account.
- e. The User agrees not to post any material on the Platform and the social media pages of the Platform that is defamatory, offensive, obscene, pornographic, indecent, abusive, or needlessly distressful, or prohibited by the law. More specifically, the User agrees not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:
  - i. belongs to another person or business and to which the User has no right to; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever; but not limited to "indecent representation of women" within the meaning of the Indecent Representation

- of Women (Prohibition) Act, 1986;
- ii. violates any law for the time being in force;
- iii. deceives or misleads the other users

## **12. INDEMNIFICATION**

The Users agree to indemnify and hold harmless the Company/, its Partners, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses including but not limited to legal expenses arising out of or relating to any claims in the instance that the User has used the Services in violation of the rights of another party, in violation of any law, in violations of any provisions of the said Terms and Conditions, or any other claim related to your use of the Services, except where such use is authorized by the Company.

## **13. INTELLECTUAL PROPERTY RIGHTS**

Unless expressly agreed to in writing, nothing contained herein shall give the Users a right to use any of the Platform's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, and other distinctive brand features, save according to the provisions of these Terms.

## **14. DISCLAIMER**

- a. The Content on the Platform is without any promises or guarantees on the same by the Company. The Company bears no responsibility whatsoever for any consequences arising from the use of the said Services by Users. The Company shall in no way be responsible for losses incurred due to reckless or incorrect use of the services by the user.
- b. The Company or the Platform does not guarantee the increase in marks or improvement in the academic scores for students subscribing to the services on the Platform.
- c. The Platform or the Company cannot be held responsible in any

manner for any negative psychological impact that services may have the students or their parents and guardians.

- d. All comments and feedback given by the users of the platform portray the personal opinion of the Users, the Company or Platform do not endorse the same in any manner.
- e. Any advertisement available on e-mail or website with respect to the third-party website or the products and services is for information purpose only.

## **15. FORCE MAJEURE**

Neither the Company nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

## **16. DISPUTE RESOLUTION AND JURISDICTION**

- a. It is expressly agreed to by the Parties hereto that the formation, interpretation, and performance of these Terms and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution (“**ADR**”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.
  - a. **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below;

- b. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Gurgaon, Haryana India.
- b. The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

## 17. JURISDICTION

The Parties to the Term hereby mutually agree that Jurisdiction for any claim arising out of the said terms shall lie with the courts of Gurgaon, Haryana, India

## 18. GRIEVANCES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the **Company** by the User through mail to support@swiflearn.com.

## 19. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** These Terms, read with the Policy, form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right later to enforce the same. No waiver by either Party of any

breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.

- c. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- d. **Contact Us:** If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at [support@swiflearn.com](mailto:support@swiflearn.com)

## **DISCLAIMER POLICY**

We, **INCASSABLE TECHNOLOGIES PVT. LTD**, a Private Limited Company incorporated under the Companies Act, 2013, having its registered office at Plot No. 101,Block AC, Near Chotu Ram Chowk,Gurgaon-122017, Haryana, India hereinafter referred to as the “Company” (where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns).

Prices shown on the Platform with regard to the delivery of any services will be tentative, we will not be responsible for any delay. Any changes in the subscription fee is subject to changes in factors including but not limited to market conditions, demands for service, etc.

The Company will not be responsible for any damage suffered by users from use of the services on this site. This includes but is not limited to, loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act/omission of parties. This disclaimer of liability also 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 behaviour, negligence, or under any other cause of action.

The Company also makes it clear that it shall not be held liable for any damage/hurt/inconvenience caused to the User through the course of the provision of Services or as a result of the Users' actions. The Company makes no representations or warranties as to the conduct of the Users. The Company takes no responsibility for any content that Users send or receive from other Users or Third-Party posts through the Website or Platform. Any material downloaded or otherwise obtained through use of the service is accessed at the Users own discretion and risk.

The Services on the Platform are intended to be subject to availability, without any promises or guarantees on the same by the Company, and while certain information available on the Platform is the property of the Company and the Company endeavours to keep the said information updated and accurate, the Company shall not make any representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Platform or the information, products, Services, or related graphics contained on the Platform for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

The Company bears no responsibility whatsoever for any consequences arising from the use of the said Services by Users. The use of the Services in the Platform is the sole responsibility of the User (or legally authorised

person on behalf of the User), and in case of any negligence on the part of the User in acting on the same shall not be construed as imposing any liability, direct or indirect, on the Company /Platform.

The Company shall disclaim all responsibility and owns no liability to Users for any outcome (incidental, direct, indirect or otherwise) from the use of the Services. In no event will the Company be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Platform. While most products provided by the Company are in perfect condition, the User is responsible for ensuring the product delivered to them is not damaged. In case a damaged product has been delivered, the same must be intimated to the Company within 3 days from receipt of the product to be eligible for a refund, return or replacement. No refunds, returns or replacements will be provided for products that have been removed from their packaging.

Through this Platform, you are able to access the link of other Platforms which are not under the control of the Company. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the Platform up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the Platform being temporarily unavailable due to technical issues beyond our control.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY RELATED TO USER CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. WEBSITE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT.



THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM IS DONE ENTIRELY AT HIS/HER OWN DISCRETION AND RISK AND HE/SHE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS/HER COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. WE ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERROR LEADING TO AN INVALID COUPON. PLATFORM ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WITH RESPECT TO ANY INFORMATION PROVIDED TO YOU WHETHER ON BEHALF OF ITSELF OR THIRD PARTIES.

THE ADVERTISEMENT AVAILABLE ON E-MAIL OR WEBSITE WITH RESPECT TO THE THIRD-PARTY WEBSITE OR THE PRODUCTS AND SERVICES ARE FOR INFORMATION PURPOSE ONLY.