

Blocklogy Edutech Pvt Ltd

Terms & Conditions

These Terms and Conditions (Terms) of (a) use of our website www.blocklogy.org (Website), our application Blocklogy (Application) or any goods or services related to the Application / Website / Products (Services) or (b) any registration or use of products or other storage / transmitting devices are between **Blocklogy Edutech Private Limited** (Company / We / Us / Our) and their use.

These Terms constitute an electronic record, as amended from time to time, in accordance with the provisions of the Information Technology Act, 2000 and the Rules on Information Technology (Intermediaries Guidelines, 2011).

Please read the Company's Terms and Privacy Policy ("Privacy Policy") carefully before using the Application, Website, Services or Products with respect to registration with us.

Your use / access / browsing by any means of the Application or Website or the Services or products or register (with or without payment / with or without subscription) signifies your recognition of the Terms and your agreement to be legally bound by the same.

If You do not agree with the Terms or the Privacy Policy, please do not use the Application or Website or avail the Services or products. Any access to our Services/Application/products through registrations/subscription is non-refundable.

Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are property of the **Blocklogy Edutech Pvt Ltd**. No Information may be copied, downloaded, reproduced, altered, republished, uploaded, published, transferred or circulated in any manner without the company's prior written consent and nothing on this Application or Website or Services is or is considered to confer a permit or any other right, interest or title to or in any of the intellectual property rights of the company and to the user.

Your use of our products, Website, Application and Services is for personal and non-commercial use only. Any use, other than for personal purposes, of the Application, Website, Services or Products or their contents is prohibited. The following limitations shall apply to your private and non-commercial use of this Application, Website, Products and Our Services:

1. You may not reverse engineer, disassemble the contents of the Application and our Website and Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer, or sell any information obtained from the Application and our Website and Services/products or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and our Website and Services/products.
2. You will not (a) use this Application and our Website and any of our product/s or Service/s for commercial purposes of any kind, or (b) advertise or sell the Application or any products,

Services or domain names or solicit others (including, without limitation, solicitations for contributions or donations) or (c) use the Application and Website/our products and

Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.

3. No User shall be permitted to perform any of the following prohibited activities while availing our Services:
 - a) Stalking, intimidating and/or harassing another and/or inciting other to commit violence.
 - b) Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 - c) Interfering with any other person's use or enjoyment of the Application /Website /Services.
 - d) Making, transmitting or storing digital copies of copyrighted products without the owner's consent, committing any act that constitutes an infringement of intellectual property or making accessible any material that infringes any intellectual property rights or other proprietary rights of any other person. Make available any content or material that you have no right to make available under any law or contractual or fiduciary relationship, unless you own or control the rights or have received all the consents necessary to use the content for that purpose.
 - e) Post, communicate or make accessible any content containing viruses, Trojan horses, worms, spyware, time bombs, cancelbots or other computer programming routines, code, files or other programs which may damage other users applications / services, interests or freedoms or restrict the functionality of any computer software, equipment or telecommunications, or which may harvest or retrieve any data without our consent. Access or use the Application / Website / Services / Products in any way that could damage, disable, overburden or impair any of the servers of the Application / Website or the networks connected to any of the servers hosting the Application / Website.
 - f) Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application /Website /Services /products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms.
 - g) Disrupt or interfere with the security of the Application / Website / Services / Products, Materials, System Resources or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible via the Application / Website / Services / Products or any affiliated or linked websites. Interfere with or prevent any customer from using and enjoying access to the Application / Website / Services / Products or other associated sites, or participate in disruptive assaults such as denial of service assaults on the Application / Website / Services / Products.
 - h) Alter or modify any part of the Services. Use the Services for purposes that are not permitted by: (i) these Terms and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction or Violate any of the terms specified under the Terms for the use of the Application /Website/Services/products.

4. Every effort has been made to offer the most up to date, right and clearly expressed information possible in the preparation of the Application / website / services / products and the contents therein. However, mistakes may happen inadvertently, the Company disclaims all accountability for any mistakes and precision of the data contained in the application without any limitation in this regard. Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly. Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Application/Website/Services/products for any particular purpose. You recognize that such data and materials may contain inaccuracies or mistakes and we exclude from our responsibility to the fullest extent allowed by law for any such inaccuracies or mistakes.
5. Our Website provides Users with access to compiled educational information and related sources. Such information is provided on an As Is basis and We assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Website.
6. Apart from the ideas contained in the program structure for learners of different classes, the components of the application / services / products are prepared. The use of the application / service / products is not supported by the academic organizations as an substitute for the curricular education given, but aims to complement this by describing and introducing ideas in a way that makes it simple for them to understand. There would stay the same fundamental terms and formulas in the topic. Subscription to the Application or usage of our Services/Website/products does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.
7. Certain contents in the Application/Services/Website/Products may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
8. While it has made efforts to train its personnel for selling and service , it does not guarantee or make depictions of the performance or expertise of those staff and does not take responsibility for any discrepancies in their behavior. The company retains the right to establish on the basis of its strategies the requirements for supply of multiple service. Hence, subscription to the Application/products or registrations do not automatically entitle the User to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.
9. The Company's products and / or Services, including the Application and content, are compatible only with certain devices/tablets/instruments/hardware. The Company shall not be obligated to provide workable products that are not recognized by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's products and Services the company reserves the right to upgrade the table/ type of compatible devices as required from time to time.

10. The Company shall not be liable for any loss, harm, loss, or loss of information or impact on processing velocity induced by your use of our products or our Services on tablets or other devices and/or software and/or instruments.

11. **Security and Confidentiality of the Data**

It is your sole responsibility to ensure that the account information provided by You is accurate, complete and latest.

In order to access the Services and to avail the use of the Application/products, you shall be required to register yourself with the Application/Website, and maintain an account with the Application/Services/products. You will be required to furnish certain information and details, including your name, mobile number, e-mail address, residential address, payment information (credit/debit card details) and any other information deemed necessary by the Application. With respect to the provision of information, the following may be noted:-

You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under your account. You agree to (a) ensure that you successfully log out from your account at the end of each session. And (b) immediately notify the Company of any unauthorized use of your account. If there is reason to believe that there is likely to be a breach of security or misuse of your account, we may request you to change the password or we may suspend your account without any liability to the Company, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from your failure to comply with this provision.

You understand that your ability to use your account depends on external factors, such as internet service providers and internet access, and the company cannot at all times ensure accessibility to the application. The Company shall not be liable to you for any damages arising out of your unable to access and log in to your account at all times, in addition to the disclaimer set forth in the Terms and Conditions.

The person below age of 18 years or anyone who is previously suspended or removed by Blocklogy Edutech Pvt. Ltd. is not eligible for availing the Blocklogy Website/Application.

Individuals who are minors cannot enroll for our products or services. As a minor, your legal guardian or parents, who agree to these conditions, shall make such use of our products or services available. 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. 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.

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses,

liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the Application/Website/Services. (ii) Your violation of any term of these Terms or any other policy of the Company. This defense and indemnification obligation will survive these Terms.

In any event shall the Company, its officers, directors, employees, partners or agents be liable to You for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.

Any breach of these terms and conditions by you may result in instant suspension or cancelation of Your Accounts except as the Company can use legal remedy. If needed by any government or legal agency, the Company may also reveal Your Account Information. Breach of these terms may result in civil or criminal liability under relevant laws.

The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time with notice. Further, the Company has the right to amend these Terms from time to time with prior notice to you. You agree that the Company shall not be liable to You for suspension or discontinuance of the Application/Services. All prices are subject to change with prior notice.

DISCLAIMER:

THIS WEBSITE, THE APPLICATION AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE, APPLICATION/PRODUCTS AND THE SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, and TIMELINESS. PERFORMANCE, COMPLETENESS, SUITABILITY AND NON-INFRINGEMENT. ADDITIONALLY, THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE, OR THE APPLICATION OR THE SERVICES. YOUR USE OF ANY INFORMATION OR MATERIALS ON THIS WEBSITE/APPLICATION/SERVICES/PRODUCTS IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT SERVICES PROVIDED BY US MEET YOUR SPECIFIC REQUIREMENTS.

General Provisions:

1. **Notice:**

All notices served by the Company shall be provided via email to your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to info@blocklogy.org.

2. **Entire Agreement:**

The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Company and You with respect to your access to or use of the Application, Website and the Services thereof. Assignment: You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement

of seeking your consent. Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

3. Waiver:

Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

4. Relationship:

You acknowledge that your participation on the Application does not make you an employee or agency or partnership or joint venture or franchise of the Company.

The Company provides these Terms so that you are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that, the Company has given you a reasonable opportunity to review these Terms and that you have agreed to them.

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 do 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 endeavors to provide You with a pleasant experience. In the unlikely event that you face any issues, please contact us at info@blocklogy.org.