

Terms and Conditions

B4brain is a brand providing goods & services such as developmental toys and courses for baby development and is owned and operated by B4brain Labs LLP, an LLP incorporated under the LLP Act, and having registered office at Perumanna, Pantheerankavu P.O., Kozhikode, Kerala, PIN 673019, India (hereinafter referred to as “We”, “Us”, “B4brain” or “Our” which expression shall mean and include its affiliates, successors and permitted assigns). Your (“You” or “Your” or “User”) use of the Platform (defined below) is subject to the notices, terms and conditions set forth in these Terms of Use. The domain name “<https://www.b4brain.com>”, <https://www.parenting.b4brain.com>”, (hereinafter collectively referred to as the “Website”) is owned by B4brain Labs LLP. The Website is hereinafter referred to as the “Platform”. Your use of the Platform is governed by the following terms and conditions (“Terms of Use”) as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. You acknowledge and agree that You shall be subject to the policies that are applicable to the Platform and by mere use of the Platform, You shall be contracting with B4brain and these terms and conditions, including the policies, constitute Your binding obligations with B4brain. This document qualifies as an electronic record as per the Information Technology Act, 2000 and its associated rules. It has been created by a computer system and does not necessitate the use of any physical or digital signatures. This document is issued in compliance with Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, which mandates the publication of rules and regulations, privacy policy, and Terms of Use for accessing or using the <https://parenting.b4brain.com/> website.

By mere use of the Platform, You agree to be subject to the applicable rules, guidelines, policies, terms, and conditions and the same shall be deemed to be incorporated into this Terms of Use and be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. We will notify You of any material updates / changes from time to time. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

accessing, browsing or otherwise using the platform indicates your acceptance of all the terms and conditions in these terms of use. please read these terms of use carefully before proceeding. you declare your willingness to abide and be bound by these terms of use through your use of the platform. if you do not agree with the terms of use, please do not use this platform. these terms of use will be effective immediately upon your acceptance of our terms and conditions, your use of our platform being indicative of such acceptance. these terms of use shall be enforceable against you in the same manner as any other written agreement.

1. What we do

We provide Users of the Platform that provides access to certain content and services, which may include, without limitation: (a) goods, activities and exercises that are solely focused on

unlocking a baby's abilities by providing goods & services such as developmental toys and courses for baby development and (b) content such as articles, audio and video clips, photographs, graphics, images, text, data, user comments, postings and messages and other similar content (such content and services, collectively, the **Services**).

2. Registration

You can access the Platform without registering for an account. However, to use several features, You will need to register and create a profile with accurate and complete information. Your profile must be your own or of a person. You are entitled to represent and You shall not use or provide any information that is offensive or that violates any third party's rights.

In order to use certain aspects of the Service, You will have to register for the Service and create an account (**User Account**). When creating Your account for the Service, You agree to provide true, accurate, current, and complete information. You further agree to maintain and update Your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. If You have reason to believe that Your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of Your ID, password, or any credit, debit or charge card number), You agree to immediately notify Us. You may be liable for the losses incurred by Us or others due to any unauthorized use of Your User Account.

Account de-activation: You can choose to de-activate Your account on the Platform by notifying info@b4brain.com. Please note that any cancellation / deactivation of Your account shall be subject to the payment terms applicable to You.

3. User Data

The Platform allows You to submit and access certain personal data (including but not limited to name, email address, contact number, gender, date of birth, videos , audios and photographs) (collectively, **User Data**).

By submitting User Data to Us, You hereby grant, and represent and warrant that You have all rights necessary to grant, all rights and licenses to the User Data required for B4brain and its subcontractors and service providers to provide the Services, including without limitation, features of the Services that enable You to share certain User Data with third parties through our Service. You agree that B4brain will have the right, both during and after the term of these Terms of Use, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of User Data. By signing up with us, you consent to receive updates related to your account and program (such as, sign up confirmation, updated terms of service, account expiry, program details, webinar details etc) on WhatsApp.

In connection with User Data, You hereby represent, warrant, and agree that: (a) You have obtained the User Data lawfully, and the User Data does not and will not violate any applicable laws or any person or entity's proprietary or intellectual property rights; (b) the User Data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or

software used by B4brain or its subcontractors to provide the Service; (c) all User Data has and will be collected by You in accordance with a privacy policy that permits B4brain to share, collect, use, and disclose such User Data as contemplated under these Terms of Use (including without limitation, by enabling You to share certain User Data with third parties through the Platform), and if required by applicable law, pursuant to consents obtained by You to do each of the foregoing; (d) You are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to User Data provided hereunder; (e) B4brain may exercise the rights in User Data granted hereunder without liability or cost to any third party; and (f) the User Data complies with the terms of these Terms of Use. For purposes of clarity, B4brain takes no responsibility and assumes no liability for any User Data, and You will be solely responsible for its User Data and the consequences of sharing it hereunder.

Information about Your hardware and software may be automatically collected by Us. This information can include usage information that includes Your interactions with Services, device information, such as unique device identifiers, operating system information, internet service provider, IP address, screen resolution, language, the date and time of each of Your log-ins and requests. This information is used for the operation of Services, to maintain quality of the Service, and to provide general statistics regarding use of Services. This information we otherwise receive.

In the event that User Data is disclosed to or accessed by an unauthorized party, B4brain will promptly notify You and use reasonable efforts to cooperate with Your investigation of the incident. B4brain will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. You are solely responsible for backing up Your User Data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of Your User Data.

You own all right, title and interest (including all intellectual property rights) in and to Your User Data. Following Your use of the Services, You may submit a written request to the Company to remove from the Company's systems any User Data consisting of personally identifiable information and following the receipt of such request, Company shall promptly delete any such personally identifiable information from its systems. Company shall provide to You a copy of Your User Data promptly following Your written request for such User Data.

You shall not host, display, upload, modify, publish, transmit, update or share any information that: (i) belongs to another person and to which You do not have any right; (ii) is grossly harmful, harassing, libelous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, otherwise unlawful in any manner whatsoever; (iii) harms minors in any way; (iv) infringes any patent trademark, copyright or other proprietary rights; (v) violates any law for the time being in force; (vi) deceives or misleads the Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (vii) impersonates another person; or (viii) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with friendly states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation. You understand that any content You find on or through the Platform is the sole responsibility of the person who

originated such content. You confirm that You are not relying on B4brain to, and that You understand that We do not, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content or communications posted via the Platform or endorse any opinions expressed on the Platform. You understand that Your content may be republished and if You do not have the right to submit content for such use, it may subject You to liability, and that B4brain will not be responsible or liable for any use of Your content by B4brain in accordance with these Terms of Use.

As part of the Services, We may collect certain personal information (including but not limited to phone number and email address), and let You interact with other users of the Platform via 'WhatsApp' or other social media or other third party service platform. Details of the types of information We collect and the end use for such information is provided in Our privacy policy which can be accessed <https://www.parenting.b4brain.com/privacy-policy>. You acknowledge that We do not control what users do with the information they obtain from 'WhatsApp' or other social media or other third party service platform. You acknowledge that We are not responsible or liable for interactions involved between users/third parties. We are not liable for disputes, claims, losses, injuries or damage of any kind that arise out of or relate to the conduct of users of the Platform and/or any third party.

Just as other Users may have access to Your personal information, You too may have access to their personal information. You agree that You shall only use the personal information in relation to the use of the Services and shall not misuse such personal information for any unsolicited communication, marketing or spam. Your breach of these terms will be viewed seriously and may result in an immediate suspension or termination of Your account and Your access to the Services.

4. Payment

Certain features and services available on the Platform are accessible only upon payment (**Services**). The consideration for the Services and any other charges due from You shall be as per the rates in effect at the time at which it is charged. The Services may differ geographically and the plans and pricing may also vary with time and place. We reserve the right to introduce or remove plans and pricing from time to time. When You purchase a Service, You must provide Us with complete and accurate payment information thereby authorizing Us to charge You for the Service availed. In the event of failure to remit the payment, access to the Service shall not be commenced or shall stand terminated. You acknowledge that You will be able to access content of the course on the Platform only upon making full payment for such course. You agree and acknowledge that prices may vary for different courses.

Information submitted or collected on the Platform or pursuant to the use of the Services is stored in a database. Specifically, We store the username, name, e-mail address, contact number, for continued and uninterrupted services. We use the services of third party payment service providers to process Your payment and share the payment information and other identifiers with such third parties in accordance with their terms and conditions. Accordingly, Your payments to Us through such third party services shall be in accordance with the terms and conditions of adopted and implemented by such service provider, and we shall not be responsible for any failed or incomplete fulfilment of any payment instructions issued by You through such service

provider or any actions taken by You in respect of the same. At the time of payment, Your bank or other third party payment intermediaries may charge You currency conversion fees, bank charges and other transaction fees which shall be payable by You.

You may view Your past payments and invoices, if any, on the Platform. Invoices for payments will also be delivered to the e-mail address registered with Us upon successful payment.

The payments made to Us shall be inclusive of all taxes payable by Us including Goods and Services Tax payable in India, if any. All invoices are payable in Indian Rupees or any other currencies that we may bill You based on the country You are located in. If there are any withholding taxes in respect of payments made to Us applicable to Your jurisdiction, the billing shall be deemed to have been grossed up by an amounts such that after deduction of such applicable taxes, We receive the same amount from You as We would have received had there been no such withholding or deduction.

1. Refunds

Access to the Services commences immediately on the realization of payment of the fees. You agree that You can request a refund of fees from Us only if You request refund as per refund policies as provided on the Platform. It is clarified that there shall be no refund for subscriptions to any subsequent course. The refund will be credited through the payment method You used to make payment. In any other case, all payments are non-refundable.

6. Representations and Warranties

You hereby represent and warrant:

1. That You have the right, authority, and capacity to enter into this Terms of Use on Your own behalf and on behalf on any person for whom You are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of Your participation violates provisions of the law to which You are subject, You will cease using the services and close your account;
2. That You are at least 18 (eighteen) years old and competent to execute and perform into any agreement You enter into through Our Platform;
3. That You shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
4. That You shall not use a user ID name that is subject to any rights of a person other than yourself without appropriate authorization;
5. That You shall comply with the terms and conditions stipulated in this Terms of Use;
6. That You shall be solely responsible for maintaining the confidentiality of Your password;
7. That all the representations made by You to Us including in accordance with these terms and conditions are true, correct and complete and that You will update Your registration information with the Company as needed so that it remains true, correct and complete; and
8. That You will conduct yourself in a professional manner in all Your interactions with any other user.

9. That Your usage of the Platform will not, in any manner, directly or indirectly, violate terms of any contractual arrangement binding on You.
 10. You are capable of assessing surroundings and identifying risks involved with each exercise in the Services and are responsible and shall solely be liable for the consequences of any injury to Your child and Yourself.
7. Emails, Newsletters and Notifications

If You wish to subscribe to Our newsletter(s) or receive notifications or e-mails from Us, We will use Your name, contact number and latest e-mail address provided by You in this regard. However, You may choose to stop receiving Our newsletters by following the instructions to unsubscribe as included in these e-mails or You can contact Us at info@b4brain.com

8. Intellectual Property

This Platform is operated by and is the sole property of B4brain. Any and all material on this Platform, including images, illustrations, audio and video clips, trade names, proprietary information and knowledge, technology, databases, or rights with respect thereto necessary for Our business as is now being operated are protected by copyrights, trademarks, and other intellectual property rights that are owned by Us or by other parties that have licensed such material to Us, or such parties having ownership of content uploaded on the Platform. You agree that any and all material displayed on the Platform is solely for Your personal use and You shall not, whether directly or indirectly, copy, reproduce, republish, post, upload, transmit or distribute such material in any manner and through any media including by way of e-mail or other electronic means and You shall not assist any other person in doing so. Modification of the said materials or use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited. B4brain grants to You a temporary, non-exclusive, revocable, non-transferable limited license to use the Platform for Your own use. All right, title, and interest in and to the Platform (excluding content uploaded specifically by a user) is and will remain the exclusive property of B4brain and/or its licensors.

You agree that these Terms of Use do not entitle You to any support, additional materials or courses, upgrades, updates, add-ons, patches, enhancements, or fixes for the Platform (**Updates**). We may, however, occasionally provide automatic Updates to the Platform at its sole discretion (and without any advanced notification to You). Any such Updates shall become part of the services and subject to these Terms of Use.

From time to time, We test various aspects of Our Platform, including Our Website, user interfaces, service levels, plans, promotions, features, availability of content, delivery, and pricing, and we reserve the right to include You in or exclude You from these tests without notice.

By submitting any content or material to the Platform including names, logos, photos videos and/or any material, whether protected through trademark, copyright, word mark, etc. or not, including those of Yourself, Your child or Your family members, You hereby grants B4brain a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and

perform the such content in connection with the Platform and B4brain's business, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels. In the event it does so, B4brain will seek to maintain the confidentiality of the content consistent with Your account classification, but once again cannot guarantee any such confidentiality. Upon Your request, We will use Our commercial best efforts to remove all the content or material submitted by You on the Platform.

B4brain shall have no obligation to monitor or enforce any intellectual property rights that may be associated with the content provided by You on the Platform. We secure Your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction. Although We take reasonable measures to do so, please remember that no transmission of data over the internet or any wireless network can be guaranteed to be 100% secure. As a result, We cannot ensure or warrant the security of any information that You transmit to Us or from Us, and You do so at Your own risk.

If You are a copyright owner or an agent thereof and believe that any content on the Platform infringes upon Your rights, or if You wish to remove any material submitted by You from our promotional packages, You may contact info@b4brain.com and provide details requested in regard to such infringement. While we will remove the inform such materials as soon as commercially feasible from our Platform, it may not be possible to remove marketing or other materials that have been sent to third parties and which are no longer in our control.

9. Prohibited Uses

The Platform may be used only for lawful purposes. B4brain specifically prohibits any use of the Platform for and You agree not to use the Platform for any of the following purposes:

1. Modifying, publishing, storing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material contained on the Platform, in whole or in part, without Our prior written consent; or
2. Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in the content and any material and documentation provided on the Platform by other Users or B4brain to any third party;
3. Providing use of the content in a computer service business, network, time sharing, interactive cable television, multiple CPU or multiple or concurrent user arrangement to Users who are not individually licensed by B4brain or otherwise exploiting any portion of, the use of or access to the content or the materials or documentation provided on the Platform in contravention of these Terms of Use;
4. defame, libel, disparage, threaten, harass or intimidate anyone or otherwise violate the personal, privacy, contractual, intellectual property or other rights of any person, including by the use of offensive comments related to race, national origin, gender, sexual preference or physical handicap;
5. submit any content or material that falsely expresses or implies that such content or material is sponsored or endorsed by B4brain; or

6. sell access to the Platform or any part thereof other than through a mechanism expressly approved by B4brain.

B4brain may also place additional fair use restrictions including restrictions on concurrent connections and time of usage.

10. Modifications

We reserve the right at any time and from time to time, in Our sole discretion, to modify the content on the Platform or any part thereof, including the transmission of any related materials or documentation, with or without providing prior notice to You. We further reserve the right at any time and from time to time, at Our sole discretion, to alter, modify or terminate any content or features contained on the Platform without providing to You prior notice of such alteration, modification or termination. You agree that B4brain shall not be liable to You or to any third party claiming through You, for any modification of the content or features provided on the Platform.

11. System Limitations and Failures

We use internally developed systems for providing You access to and facilitating Your use of the Platform. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, We continually enhance and improve these systems in order to accommodate the level of use of the Platform. We may also add additional features and functionality to Platform that might result in the need to develop or license additional technologies. Increased utilization of the Platform or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. You agree that We shall not be liable to You or to any third party claiming through You, for any such failures contemplated herein.

12. Privacy and Confidentiality

Your use of the Platform is governed by Our privacy policy, which can be located <https://www.https://www.parenting.b4brain.com/privacy-policy>.

Please read Our privacy policy to understand Our information collection and usage practices. You may obtain certain confidential information, including without limitation, technical, contractual, product, pricing, business related functions, activities and services, customer lists, customer's contact number, knowledge of customer needs and preferences, business strategies, marketing strategies, methods of operation, markets and other valuable information that should reasonably be understood as confidential (**Confidential Information**). You acknowledge and agree to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in Us. Your obligations regarding Confidential Information will survive the termination of these Terms of Use in accordance with Paragraph 17 below. Upon such termination, You must stop forthwith using any Confidential Information to which You may have been exposed in due course of Your use of the Platform.

You agree that Your obligations under this Paragraph 12 are necessary and reasonable in order to protect Our business and expressly agree that monetary damages would be inadequate to

compensate for any breach of any covenant or agreement set forth herein. Accordingly, You agree and acknowledge that any such violation or threatened violation will cause irreparable harm and injury to B4brain and that, in addition to any other remedies that may be available, in law, equity or otherwise, B4brain shall be entitled to obtain injunctive relief against the threatened breach of the terms of this Paragraph 12 or the continuation of any such breach.

The restrictions in this Paragraph 12 shall not apply to disclosure of Confidential Information by either party if and to the extent the disclosure is: (a) required by the applicable law of any jurisdiction; (b) required by any applicable securities exchange, supervisory or regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law; or (c) made to employees and representatives on a need to know basis, provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Paragraph 12. Provided that, restriction in this Paragraph 12 shall not apply to disclosures of Confidential Information made by B4brain to its shareholders, directors, managers, advisors, potential investors and/or affiliates. Provided further that B4brain may disclose the Confidential Information to third party vendors and customers or pursuant to partnering arrangements without the restriction of this Paragraph 12 provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Paragraph 12.

13. Additional / Special Terms and Conditions

B4brain may notify You or request You to accept additional or special terms and conditions in relation to Your access to certain features or services on the Platform. You agree that You shall access or use such features and services only in accordance with such additional or special terms and conditions as if they were incorporated herein these Terms of Use.

14. Links to / from other Platforms and Third Party Tools

The Platform may contain link/s to various other websites. These links are provided solely for Your convenience and benefit. Wherever such link/s lead to websites which are not owned by or belong to B4brain, We shall not be responsible for the content, products and services provided on such linked sites. We do not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If You decide to access such linked websites, You do so at Your own risk. We do not in any way endorse the linked websites.

Similarly, this Platform can be made accessible through a link created by other websites. Access to this Platform through such link/s shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such link/s to this Platform are necessarily the same or similar to the idea, concept, aim or purpose of Our Platform or that such links have been authorized by Us. We are not responsible for any representation/s of such other websites while affording such link and no liability can arise upon B4brain consequent to such representation, its correctness or accuracy. In the event that any link/s afforded by any other website/s derogatory in nature to the objectives, aims, purposes, ideas and concepts of this Platform, is utilized to visit this Platform and such event is brought to the notice or is within the knowledge of B4brain, civil or criminal remedies as may be appropriate shall be invoked.

15. Security

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation: (a) accessing data not intended for You or logging into an account which You are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) interfere with service to any user, host, or network.

You shall not misuse this Platform by knowingly introducing viruses, Trojans, worms, logic bombs or other materials that are malicious or technologically harmful (**Viruses**). You must not attempt to gain unauthorized access to our Platform, the server on which the Platform is stored or any server, computer or database connected to this Platform. You must not attack this Platform via a denial-of-service attack. Further, You shall not interfere with or circumvent any security feature of the Platform or any feature that restricts or enforces limitations on use of or access to the Platform, such as probing or scanning the vulnerability of any system, network or breach.

By breaching the provisions of this Paragraph 15, You may be liable to be prosecuted under the Information Technology Act, 2000 and any other applicable law. We will report any such breach to the relevant law enforcement authorities and We will cooperate with such authorities by disclosing Your identity to them. In the event of such a breach, Your rights to use this Platform will cease immediately.

We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of this Platform or to Your downloading of any material posted on it, or on any Platform linked to it.

You agree to immediately report to Us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Platform of other Users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as “spam” to other Users, overloading, flooding or mail-bombing the Platform, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the Platform.

You are prohibited from reverse engineering, decompiling, reverse assembling, modifying or attempting to discover or copy any software, source code or structure that the Platform utilizes to generate web pages or any software or other products or processes accessible through the Platform.

All actions performed by any person using Your account and password shall be deemed to have been committed by You and You shall be liable for the same. B4brain reserves the right to suspend/terminate Your account at any time if it is found that You have been sharing the password with any unauthorized user.

In order to reduce the risk of unauthorized access, all accounts maintained with Us through the Platform are locked after 5 (five) consecutive incorrect login attempts. In the event of such lockout, You can email the administrator at info@b4brain.com and the account shall be unlocked upon receipt of Your email. You can also request for a password reset on Our Website through the ‘forgot password’ option on Our Platform.

16. Monitoring

All electronic communications and content presented and/or passed to Us, including that presented and/or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of B4brain in the exercise of their duties, or by law enforcement authorities who may be assisting B4brain in investigating possible contravention / non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, B4brain has the right to reject, at its sole discretion, from the Platform any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of B4brain. We may be required to share Your personal information with government authorities and agencies for the purposes of verification of identity or for prevention, detection or investigation, including of cyber incidents, prosecution and punishment of offences. You agree and consent for B4brain to disclose Your information, if so required, under applicable law.

17. Termination

In the event it is determined by Us that You have violated any of these Terms of Use, We shall have the right, at Our sole discretion, to suspend Your use of and prohibit access to any or all features/parts of the Platform forthwith. Any such suspension or termination of access to Platform may be effected by Us without providing You with a prior written notice in this regard. Upon such termination of access to the Platform, these Terms of Use, as applicable to You, will be deemed to have been terminated and no refund of any payments made by You shall be required to be made by B4brain.

You acknowledge and agree that, upon termination, You shall immediately destroy any copies made of any portion of the content contained on the Platform other than User Data. You acknowledge and agree that B4brain shall not be liable to You or any third party claiming through You, for any suspension or termination of access to Platform.

These Terms of Use shall stand terminated upon Your closing of Your account on the Platform.

The rights and obligations of the parties under this Terms of Use, which either expressly or by their nature survive the termination of these Terms of Use including but not limited to Paragraph 8 (*Intellectual Property*), Paragraph 12 (*Privacy and Confidentiality*), Paragraph 19 (*Indemnity*), Paragraph 21 (*Governing Law and Dispute Resolution*), Paragraph 24 (*Notice*) and Sub-Paragraph 2 of Paragraph 17 shall survive the termination of this Agreement.

Except as otherwise specifically provided herein, the termination of these Terms of Use for any reason whatsoever shall be without prejudice to any rights or obligations accrued to or in respect of the parties prior to the date of termination.

18. Disclaimer of Warranties and Limitation of Liability

B4brain does not endorse or act on behalf of any third party. In the event You engage the services of / interact with any third party, through the Platform, B4brain will not be liable to You for any act or omission by such third party in relation thereto.

While our Services have been assessed by professionals and have been designed to expand the potential of children, there is no express guarantee that this will work for every child to the same degree. We hereby expressly disclaim all warranties and representations of any kind with respect to any and all content and features available on the Platform, including but not limited to (a) warranties as to merchantability or use for a particular purpose whether or not B4brain knows or has reason to know or has been advised of any such purpose or (b) warranties as to any results to be obtained from any use of B4brain content or information derived from use of the Platform.

B4brain shall have no liability for any losses, direct or indirect, in contract, tort, or otherwise, incurred in connection with the B4brain content on the Platform, including but not limited to commercial or economic loss or for any decision made or action taken by any party in reliance upon the B4brain content.

You acknowledge that We are not responsible for any exercises that are carried out to help Your child build on concepts they learn in the course of the Services. You should exercise caution and take due care of Your surroundings, Your capabilities and Your child's capabilities while carrying out such exercises or activities and the safety of Your child and Yourself is Your responsibility. We are not liable for any disputes, claims, losses, injuries, or damage of any kind in relation to Your use of the Services including any that might arise out of or relate to: (i) Your use of the Services provided by Us; and/or (ii) caused by events beyond Our control.

The Platform, all the materials and services, included on or otherwise made available to You through this Platform is provided by B4brain on an "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing Paragraph, B4brain does not warrant that:

- The Platform will be constantly available, or available at all;
- The information on the Platform or provided through the Website is complete, true, accurate or not misleading; or
- The quality of and results from the use of any products, services, information, or other material that You obtain through the Platform will meet Your expectations.

19. Indemnity

You agree to indemnify and hold B4brain harmless from: (i) any actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including legal fees and other dispute resolution costs) made by any Person due to or arising out of Your use of the Platform, any violation of the terms of these Terms of Use or any other agreement executed with B4brain or another person by You; (ii) any acts or deeds, including for any non-compliance or violation, of any applicable law, rules, regulations on Your part; (iii) for fraud committed by You; or (iv) Your infringement of any intellectual property or other right of any person or entity; or (v) as a result of any threatening, libelous, obscene, harassing or offensive material posted / transmitted by You on the Platform.

Your obligations under this Paragraph 19 shall survive the termination of these Terms of Use in accordance with Paragraph 17 above.

20. Foreign Jurisdictions

You are expressly notified that many states and foreign countries all have their own regulations that must be observed in relation to Your use or access of the Platform. You must make Your own assessment regarding, and are responsible for compliance with, regulatory requirements as may be applicable to Your use and access of the Platform in such jurisdictions.

21. Governing Law and Dispute Resolution

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Kolkata, India shall have exclusive jurisdiction in relation to any Disputes (defined below) arising out of or in connection with these Terms of Use subject to the provisions of this Paragraph 21, without regard to any conflict of laws.

Any action, dispute or difference arising under or relating to this Terms of Use (**Dispute**) shall at the first instance be resolved through good faith negotiations between the parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a party has delivered to the other party a written request for such consultation. If the parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of negotiations, such Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and rules prescribed thereunder. When any Dispute is under arbitration, except for the matters under dispute, B4brain and You shall continue to exercise the remaining respective rights and fulfil the remaining respective obligations under this Terms of Use.

The arbitration shall be conducted by a sole arbitrator jointly appointed by B4brain and You. If parties fail to appoint an arbitrator within 30 (thirty) days after service of the notice of arbitration, such arbitrator shall be appointed in accordance with provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Kozhikode, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

You agree and acknowledge that the provisions of Paragraph 8 (*Intellectual Property*) and Paragraph 12 (*Privacy and Confidentiality*) are of importance to B4brain and monetary compensation may not constitute adequate relief and remedy to B4brain for non-performance by You of Your obligations thereunder. Accordingly, B4brain shall be entitled to claim specific performance and seek mandatory and/or perpetual injunctions requiring You to perform Your duties and obligations under such provisions.

22. Severability

If any term, provision, covenant or restriction of these Terms of Use is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms,

provisions, covenants and restrictions of these Terms of Use shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23.No Waiver

The rights and remedies available under this Terms of Use may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

24.General

These Terms of Use comprise the full and complete agreement between You and B4brain with respect to the use of the Platform and supersedes and cancels all prior communications, understandings and agreements between You and B4brain, whether written or oral, expressed or implied with respect thereto.

B4brain shall be entitled to assign their rights and obligations hereunder to any Affiliate, third party or as part of any restructuring, business combination, merger or acquisition.

Any notice to be given in connection with these Terms of Use shall be delivered via email to B4brain at info@b4brain.com or to You at the email address provided by You in Your profile. You consent to the use of electronic communications in order to the electronic delivery of notices in relation to any matter under these Terms of Use.