

TERMS OF USE

Chalaang.com (hereinafter referred as 'Owner' or 'Company'). The Company designs and develops educational content including audio, video, digital text productions thereby enabling students to access a wide array of courses to study from on its website platform. Chalaang provides various courses to choose including but not limited _____ etc. and sells those on its platform.

Chalaang helps the User to access courses on their mobile device or desktop, laptop or tablet or any other appropriate device by registering (creating Chalaang account) and becoming Registered Users by paying digitally. Users can access to one particular course by paying for that particular course and also can pay an annual or quarterly or monthly subscription fees and gain access to the entire catalogue for an unlimited time. (Hereinafter referred to as "Services").

These Website Standard Terms And Conditions (hereinafter referred to as "Terms" or these "Website Standard Terms And Conditions") contained herein on this webpage, shall govern your use of _____ (hereinafter referred to as the "website"), including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions.

Please read this Agreement carefully. By signing in or logging on the Website the User/Registered User accepts the terms and conditions and by default follows Website. The User or Registered User is advised to regularly check for any amendments or updates to the terms and conditions from time to time.

_____ reserves the right to modify the terms and conditions of the Service Agreement ("Terms of SERVICE") and Disclaimer without any prior notification. The User /Registered User is advised to regularly review the Terms of Service. If the User/Registered User does not agree with any of the Terms and Conditions and any amendments thereto, the User/ Registered User must not use this Website and/or Services.

These Terms and Conditions constitute a binding legal agreement between the Owner and User /Registered User/s; and govern legal rights, remedies, obligations and various other terms like limitations, jurisdiction, applicable law etc.

The Agreement between the User/ Registered User and the Owner shall be subject to following Terms and Conditions: -

1. DEFINITIONS

The terms wherever used shall unless contrary, carry the meaning as given under:

- a) "**Chalaang.com**" means and includes the Chalaang's Website or mobile application owned by Chalaang on the Internet and respective stores.
- b) "**Agreement**" means the Terms and Conditions contained herein along with any Privacy Policy of any other Website/Application/portals whose links are provided on the Website. It shall also include reference to this Agreement as and when amended, novated, supplemented varied or replaced.

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- c) **"User"** means and includes any person who visits the Website to see the various Services available which are displayed on the Website.
- d) **"Registered User"** means and includes any person who registers with the Website by accessing the Website through [REDACTED] / and/or registering on the **Chalaang's mobile application** by providing his/her/their required predefined details along with the payments.
- e) **"Offerings"** means and includes any type of service or product capabilities which has to be showcased to others and put up by a User/Registered User on the Website.
- f) **"Requirements"** means and includes anything that is needed or required by a User/Registered User for his business on the Website.
- g) **"Courses"** means educational courses listed on the website or Application.
- h) **"Course Fees"** means the amounts that are due and payable by a Student for enrolment of Course.
- i) **"Content"** means text, graphics, images, videos, audios, course content, information or other materials.
- j) **"Listing"** means Courses that are listed by Chalaang as available via the website, Application, and Services.
- k) **"Payment Method"** means a payment method that you have added to your Chalaang Account, such as a credit card, debit card or net banking.
- l) **"Tutor"** means a Member who has been selected by Chalaang in order to provide services through the website or Application.

2. GDPR COMPLIANCE STATEMENT

Chalaang respects and complies with the EU General Data Protection Regulations (GDPR). Some of the key ways we comply with these regulations are:

- a) **Consent:** We explain what you're consenting to clearly and without 'legalese', and ask that you explicitly consent to contact from us.
- b) **Breach Notification:** In the event of a breach, we shall notify the affected users within 72 hours of first having become aware of the breach.
- c) **Right to Access:** Users can request confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, we shall provide a copy of the personal data, in an electronic format.
- d) **Right to be forgotten:** Once we have compared your (the subjects') rights to "the public interest in the availability of the data", we may delete your personal data where you have requested this.
- e) **Data Portability:** We allow you to receive the personal data concerning you, which we will provide in a 'commonly used and machine readable format' and you have the right to transmit that data to another 'controller'.
- f) **Privacy by Design:** We implement appropriate technical and organisational measures, in an effective way and protect the rights of data subjects'. We hold and process only the data absolutely necessary for the completion of our duties (data minimisation), as well as limiting the access to personal data to those needing to act out the processing.

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3. ELIGIBILITY, REGISTRATION AND TERMINATION

The website can be accessed by going on www.chalaang.com or can be downloaded from Google Play Store or Apple Play Store as required. The Website can be used/accessed only by persons who can form a legally binding contract under the Indian Contract Act, 1872. If User/Registered User is a minor i.e. under the age of 18 years, you may use the website only with the involvement of a parent or guardian who can open an account and help you enrol in courses that are appropriate for you. The User may use the website and shall have access to the course material provided for each course while a User can also register on the website and create an account to become a Registered User and get complete access to the website.

While creating an account, the User is required to provide his/her/their personal information such as full name, mobile number, e-mail ID. The User may register by providing his/her/their email address, CHALAANG shall send a system generated email on the email address of the user for verification, post verification the User's CHALAANG account is activated. Alternate way of Registering on the website is through the User's Google Account. The Google Account shall be used as the website's platform account adhering to Google's Terms and Conditions. The User may also register using his/her/their Facebook Account (If any). The Facebook Account shall be used as website's platform account adhering to Facebook's Terms and Conditions. Post opting any one method out of the above for registration the User becomes a Registered User with a unique user ID.

The Registered User agrees that the Information provided by him/her/them at the time of registration is true, complete and correct and that any change in the Information will be updated to the Owner with immediate effect of the change. If the Information details are found not to be true (wholly or partly), the Owner has the right in its sole discretion to reject the registration and debar the Registered User from using the Services provided by Chalaang.com and/or other affiliated Website/Websites without prior intimation whatsoever.

The Owner reserves the right at its sole discretion to terminate, refuse, restrict or suspend any Registered User's account at any time, for any reason, without notice, including when a Registered User fails to abide by these Terms and Conditions or any other policy or terms posted anywhere on the website.

The Owner reserves the right at its sole discretion to terminate, refuse, restrict or suspend any Registered User's account at any time if any Registered User -

- a) Uploads pornographic contents/photos/videos/links on the website.
- b) Uploads any detrimental or offensive /comments/reviews/content/photos/videos/links or offensive photos/videos/links pertaining to religion on the website.
- c) Any content that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation, or is otherwise objectionable.

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The Registered User or may be prohibited from creating a new account if he/she/they has/have been previously terminated as per the above-mentioned circumstances or for any other reason whatsoever objectionable by the Owner.

If any Registered User misuses the details of any other Registered User then the Owner reserves the right at its sole discretion to terminate that Registered User account and the owner reserves the right at its sole discretion to initiate appropriate legal action against the Registered User(s).

4. COURSE LISTINGS

- a) Chalaang will create Listing of various online Courses and the details about the Course, including, but not limited to, the subject, topic, number of sessions, mode of conduct, and time slots of the lectures and pricing and related rules and financial terms will be listed on the Site and the Application. Listings will be made publicly available via the Site and Application. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to Students preferences, ratings.
- b) Students will be able to view Courses via the Site, Application and Services based upon the information provided in the Listing, Students requirements, and Student's search parameters and preferences. We understand and agree that once a Student requests enrolment for Course, we may not request the Student to pay a higher price than that mentioned in the Site or Application.
- c) If you are a Teacher, you understand and agree that your relationship with Chalaang is limited to being a Member and an independent, third-party contractor, and not an employee, agent, or partner of Chalaang for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Chalaang. Chalaang does not control, your offline activities. As a Member you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of Chalaang, including by inappropriately using any Chalaang intellectual property.

5. USE OF CONTENTS AND RESTRICTIONS ON THE REGISTERED USER

Any person who accesses this website agrees not to display, upload, modify, publish, transmit, update, share or otherwise make available on the website, any content and/or material that is unlawful, unsolicited including unsolicited messages, e-mails, and/or material which contains viruses, trojans, worms, files or software intended to interrupt, corrupt, destroy, limit the use, access or functionality of the website.

The Registered User also agrees not to display, upload, modify, publish, transmit, update, share or otherwise make available, any content and/or material that is harmful, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic, abusive, invasive of another person's privacy, hateful or racially, ethnically objectionable, disparaging or relating to or encouraging money laundering or gambling etc.

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The Registered User agrees not to display, upload, modify, publish, transmit, update, share or otherwise make available any content and/or material which is in violation of patents, trade mark, copyright or any other proprietary rights of other person/people.

6. PRIVACY

A User or Registered User can adjust its own privacy settings on the website if he/she/they does not wish to continue with the default settings provided by website.

7. NOTIFICATIONS

A User or Registered User agrees to receive messages from CHALAANG for notification purposes.

8. NO ENDORSEMENT

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Chalaang with respect to such actions or omissions.

9. CODE OF CONDUCT OF USERS AND REGISTERED USERS

You understand and agree that you may not and you agree that you will not:

- a) The Registered Users/Users accept and agree that he/she/they are entirely responsible for compliance of all the laws, rules or regulations etc. that applies to Registered User's use and/or access of the website.
- b) access or use our Site, **Application**, expose or allow to be used or exposed, any Chalaang 's Content: (i) that is not publicly displayed by Chalaang in its search results pages or listing pages before an enrolment is confirmed; (ii) in any way that is inconsistent with the Chalaang's Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Chalaang 's users or any other third party;
- c) infringe the rights of Chalaang or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right
- d) "stalk" or harass any other user of our website, **Application** or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Chalaang Student;
- e) contact another Member for any purpose other than asking a question related to an Enrolment, Course, Listing, or the Member's use of the Site, Application and Services;
- f) recruit or otherwise solicit any Member to join third-party services or websites that are competitive to Chalaang, without Chalaang 's prior written approval;
- g) recruit or otherwise solicit any Member to join third-party services, applications or websites, without Our prior written approval;

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- h) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- i) use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
- j) use the Site, Application, Services or Collective Content to find a Student and then complete an enrolment of Course independent of the Site, Application or Services, in order to circumvent the obligation to pay any Fees related to attempt to probe, scan, or test the vulnerability of any Chalaang system or network or breach any security or authentication measures; 's provision of the Services or for any other reasons;
- k) violate these Terms or Chalaang's then-current Policies and or Standards;
- l) Accept or make a payment for Course Fees outside Chalaang. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Chalaang harmless from any liability for such payment.

10. APPLICABLE LAWS AND JURISDICTION

These terms shall be governed, interpreted and construed in accordance with the laws of India applicable from time to time. Chalaang and the Registered User/User agrees to submit to the exclusive jurisdiction of courts located in **Pune (M.S.) India** for any claims, actions, demands, suits, disputes arising out of and/or in connection with Services provided by Chalaang.

11. LIMITATION OF LIABILITY

To the fullest extent permissible by law, in no event shall the Owner or its employees, group companies or agents be liable for any direct, indirect, special, consequential damages or damages of any other kind incurred by the Registered User or any third party arising out of the Registered User's access or use or inability to access or use the website and/or its Services.

The Information and Services displayed through the website may include inaccuracies. Additionally, a possibility exist that unauthorized additions, deletions and alterations could be made by third parties to the website.

The Owner shall not be held liable and/or responsible for any fake identity, fake calls, frauds caused through people through the help of the website.

In any event, the Owner will not be held 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 arising out of, or in connection with, the use of the website.

The User or Registered User expressly agrees that the Owner is not responsible for the information posted and/or shared by the User Registered User

The Registered User expressly agrees that Owner is not responsible and/or liable for any threatening, defamatory, obscene, unlawful, harmful, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. The Registered User

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specifically agrees that the Owner will not be held responsible and/or liable for any content/data sent using and/or included on /the website or Service by any third party/parties.

NOTWITHSTANDING anything contained herein, in any event, the liability of the, financial or otherwise, suffered to the Owner of the website shall be limited to the amount paid by the Registered User and shall not exceed the sale value.

12. INDEMNITY

You agree to release, defend, indemnify, and hold Chalaang and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Registered User Content; (c) your (i) interaction with any Member, (ii) enrolment of an Course; including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of an enrolment or attending of a Course.

13. DISCLAIMER

Every effort is made to keep the website up and running smoothly. However, the Owner takes no responsibility for, and will not be held liable for the website being temporarily unavailable due to technical issues beyond our control.

14. WARRANTY AND INDEMNIFICATION

The website is provided by the Owner, on "AS IS" and "AS AVAILABLE" basis without express or implied warranty or condition of any kind. The Registered User will use this website at his/her/their own risk. The website disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability.

The details and/or information provided by the Owner make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website and/or the information contained on the website for any purpose. Any relation the Registered User places on such information are therefore strictly at their own risk.

The Registered User agrees that the Owner is not be held responsible or held liable for any transaction between the Registered User and third-party providers (including payment gateways etc.) of Chalaang or Services provided through the website. No advice or information whether oral or in writing received from the Registered User of the website shall create any warranty on behalf of the Owner in this regard.

The Registered User agrees to indemnify, defend and hold harmless the Owner from any suits, claims, losses, fines, penalties, damages, liabilities, demands, expenses including, but not limited to, reasonable legal expenses and accounting fees arising out of and/or in connection with any violation and/or act and/or omission committed and/or alleged to be committed by the Registered User.

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15. INTELLECTUAL PROPERTY

The User and Registered User acknowledges and accepts that unless otherwise expressly stated, all the content on the website including, but not limited to, images, graphics, photos, sounds, videos, course content, course material, software, script, trade names, trademarks, logos, labels, service marks and/or any other proprietary marks are either owned by the Owner or licensed thereto. No information, content or portion uploaded on the website shall be reproduced, duplicated, copied, sold or otherwise exploited for any commercial purposes not expressly permitted by Owner. The website, its services and all the content is protected by copyright, trademark and other relevant laws of India. In case of any violation user or registered user is liable to appropriate legal action.

16. PAYMENT TERMS

The Registered User shall purchase courses through the website. The Registered User is required to purchase the paid facilities on the website by paying through the payment gateway on via subscription models. Once the payment is made successfully by the Registered User, he/she/they will receive a receipt of payment immediately.

We reserve the right to use third party platform to co-ordinate such payment transaction by the Registered Users. The Owner shall not be held responsible for loss or damages cost to the Registered User by such third party/parties.

17. REFUND POLICY

At the outset, we thank you for choosing Chalaang for treating your intellect. It is an honest attempt to make the best possible curriculum and information available with a unique effort. At Chalaang we offer downloadable or streaming courses. We try our best to provide technically flawless services. In some cases, it is not always possible for us to refund the amount paid by customer. Having said that we will always try our best to address your queries and concerns.

- a) Acceptance of Refund Policy: By placing an order for any of our courses, you indicate that you have read this legal policy information, terms and conditions and Chalaang's refund policy and that you agree with and fully agree and accept the terms & conditions of this refund policy.
- b) Instances where Registered User's will get Refund?
If the Registered User has paid, but not received the course material at all.
- c) Instances where Registered User's won't get Refund?
If due to technical error, any portion of the audio product is not working properly:
Chalaang might replace the video file in question on a case-by-case basis.
- d) If in case the audio file is not compatible with your device:
Chalaang might replace the concerned file for compatibility on a case-by-case basis.

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18. WAIVER

The failure of Chalaang to enforce any right or provision of these Terms shall not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Chalaang. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

19. ENTIRE AGREEMENT

Except as they may be supplemented by additional Chalaang policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between Chalaang and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any enrolments made via the website, **Application** and Services (excluding Payment Services), and these Terms supersede and replace any and all prior oral or written understandings or agreements between Chalaang and you regarding enrolments, the website, Application, Services, and Collective Content (excluding Payment Services).

20. NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Chalaang (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the **Application**. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

21. FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, **Application** and Services ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Chalaang and you hereby irrevocably assign to Chalaang and agree to irrevocably assign to Chalaang all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Chalaang 's request and expense, you will execute documents and take such further acts as Chalaang may reasonably request to assist Chalaang to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.