

TERMS AND CONDITIONS

Use of the Platform or Services

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the PRAGJYOTISH SCHOOL website located at www.pragjyotishschool.in, and all associated sites linked to www.pragjyotishschool.in, or any similar platform (hereinafter collectively, the PRAGJYOTISH SCHOOL Platform, having its registered office at Vigyan Path, West Boragaon, Guwahati, Assam (781033) on any device and/or before availing any services offered by PRAGJYOTISH SCHOOL on the PRAGJYOTISH SCHOOL Platform which may include services such as fee payment only or any other service that may be offered by PRAGJYOTISH SCHOOL on the PRAGJYOTISH SCHOOL Platform (hereinafter individually, and collectively, the PRAGJYOTISH SCHOOL Services). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Our Services, whether offered by PRAGJYOTISH SCHOOL.

Acceptance

By registering on, accessing, browsing, downloading or using the PRAGJYOTISH SCHOOL Platform for any general-purpose or for the specific purpose of availing any PRAGJYOTISH SCHOOL Service, You agree to be bound by the single-sign-on ID (hereinafter SSOID) terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each PRAGJYOTISH SCHOOL Service (hereinafter collectively, the T&Cs). These T&Cs shall also include any additional or modified terms and conditions in relation to the SSOID or any additional or modified service-specific T&Cs in relation to any PRAGJYOTISH SCHOOL Service or any future service that may be offered by PRAGJYOTISH SCHOOL on the PRAGJYOTISH SCHOOL Platform. By registering on, accessing, browsing, downloading, or using (as applicable) the PRAGJYOTISH SCHOOL Platform or availing any PRAGJYOTISH SCHOOL Service or the SSOID, You automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of the T&Cs or do not wish to be bound by the T&Cs, You may not access, browse or use the PRAGJYOTISH SCHOOL Platform and immediately terminate Your availing the PRAGJYOTISH SCHOOL Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter Agreement) between You, being at least 18 years of age and an individual user of the PRAGJYOTISH SCHOOL Platform or a customer, donor or beneficiary of the PRAGJYOTISH SCHOOL Services. All services are rendered by PRAGJYOTISH SCHOOL through the PRAGJYOTISH SCHOOL Platform under the brand name "PRAGJYOTISH SCHOOL" (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, PRAGJYOTISH SCHOOL, regarding Your use of PRAGJYOTISH SCHOOL's digital services (which includes donation and contribution), or any such other services which may be added on the PRAGJYOTISH SCHOOL Platform and which will henceforth be a PRAGJYOTISH SCHOOL Service, from time to time. The PRAGJYOTISH SCHOOL Services shall be used by You subject to Your adherence with the T&Cs. As long as You accept and comply with these T&Cs, PRAGJYOTISH SCHOOL grants You a personal, nonexclusive, non-transferable, limited, revocable privilege to enter and use the

TERMS AND CONDITIONS

PRAGJYOTISH SCHOOL Platform and/or avail the PRAGJYOTISH SCHOOL Services.

Indemnification

You agree to indemnify, save, and hold PRAGJYOTISH SCHOOL, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to:

- (i) Your use or misuse of the PRAGJYOTISH SCHOOL Services or of the PRAGJYOTISH SCHOOL Platform;
- (ii) any violation by You of this Agreement or the SSOID Agreement; or
- (iii) any breach of the representations, warranties, and covenants made by You herein.

PRAGJYOTISH SCHOOL reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify PRAGJYOTISH SCHOOL, including rights to settle, and You agree to cooperate with we defense and settlement of these claims. We will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, PRAGJYOTISH SCHOOL and its third-party partners disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from PRAGJYOTISH SCHOOL or through the PRAGJYOTISH SCHOOL Services or the PRAGJYOTISH SCHOOL Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, You expressly acknowledge that as used in this section, the term “PRAGJYOTISH SCHOOL” includes PRAGJYOTISH SCHOOL’s officers, directors, employees. You acknowledge that PRAGJYOTISH SCHOOL (www.pragjyotishschool.in) is a purely social not-profit enterprise, registered under Assam ACT XXVI of 1961, 2016-2017 and is not liable for any third party (telecom companies, mobile operators or suppliers) obligations due to rates, quality and all other instances, whether to any such telecom companies’ subscribers or otherwise. You expressly agree that the use of the PRAGJYOTISH SCHOOL Services on our Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. We do not warrant that our Services will be uninterrupted or error-free or that defects in the site will be corrected. The PRAGJYOTISH SCHOOL Services and our Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an “as is” and “as available,” “with all faults” basis and without warranties or representations of any kind either express or implied. PRAGJYOTISH SCHOOL, and its partners do not warrant that the data, our software, functions, or any other

TERMS AND CONDITIONS

information offered on or through our Services/ our Platform or any reference sites/ platforms/ services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected.

PRAGJYOTISH SCHOOL and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of Our Services/ Our Platform or any reference sites/ platforms/ services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through Our Services/ Our Platform or any reference sites/ platforms/ services at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive the termination of this Agreement. In no event will PRAGJYOTISH SCHOOL be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information and the like) arising out of the use of or inability to use Our Platform.

Ownership; Proprietary Rights

The PRAGJYOTISH SCHOOL Services and Our Platform are owned and operated by PRAGJYOTISH SCHOOL for Social Welfare. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), services, and all other elements of Our Services and Our Platform provided by PRAGJYOTISH SCHOOL for Social Welfare are protected by international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and PRAGJYOTISH SCHOOL, all services and programs contained on Our are the property of PRAGJYOTISH SCHOOL for Social Welfare. You agree not to remove, obscure, or alter Anudip or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Our Services/ Platform. Except as expressly authorized by PRAGJYOTISH SCHOOL, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the services. PRAGJYOTISH SCHOOL reserves all rights not expressly granted in this Agreement. If You have comments regarding Our Services and/or Our Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to PRAGJYOTISH SCHOOL, and shall assign to PRAGJYOTISH SCHOOL, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any PRAGJYOTISH SCHOOL Service or our Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the parties shall use all reasonable endeavors to resolve such Dispute

TERMS AND CONDITIONS

amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, PRAGJYOTISH SCHOOL may elect to resolve any Dispute by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You or school may seek any interim or preliminary relief from a court of competent jurisdiction in Guwahati necessary to protect the rights or the property belonging to You or PRAGJYOTISH SCHOOL (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor PRAGJYOTISH SCHOOL may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and PRAGJYOTISH SCHOOL. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against PRAGJYOTISH SCHOOL must be resolved by a court having jurisdiction in Guwahati, India. You agree to submit to the personal jurisdiction of the courts located within Kolkata, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

TERMS AND CONDITIONS

Privacy and Policy

Information Gathering and Use

We won't collect or record your personal information unless you choose to give it us.

Use of Personal Information

We use the information you give us in the following ways:

- To make sure we have an accurate record of all the donations we receive.
- To make sure you are receiving the most appropriate and relevant information for you.
- To find out more about you and the people who are visiting our website.

Privacy of our email lists

- Individuals who join our mailing lists via our website or through our campaigning engagements are added to our email database. We do not sell, rent, loan, trade, or lease the addresses on our lists to anyone.

Cookie Policy

- Cookies are pieces of electronic information which will be sent by our website when you use our web site. These will be placed in your computer's hard disk and enable us to recognise you as a user when you next visit.
- You can configure your browser so that it responds to cookies the way you deem fit. For example, you may want to accept all cookies, reject them all or get notified when a cookie is sent. Please check your browser's settings to modify cookie behaviour as per your individual behaviour.
- Please note that if you disable the use of cookies on your web browser or remove or reject specific cookies from our website or linked sites then you may not be able to use the website as it is intended.

Security & Protection of Data

- PRAGJYOTISH SCHOOL uses well-recognised and proven technology for payments. Payment information is transferred by the use of an SSL connection which offers the highest degree of security that your browser is able to support.
- Several layers of built-in security, including an advanced firewall system, encryption of credit card numbers, and use of passwords, protect the collected information.

External Web Services

- We use a number of external web services on our site to display content within our web pages. For example, to display video we use YouTube. As with the social buttons, we cannot prevent these sites, or external domains, from collecting information on your use of the content we embed on our site.
- The Site contains links to other websites for the benefit of its visitors. This Privacy and Policy does not apply to such other websites. PRAGJYOTISH SCHOOL is not expressly or impliedly responsible for, or liable to any loss or damage caused to you by the collection, use and retention of Personal Information by such website in any manner whatsoever. It is important that

TERMS AND CONDITIONS

you review the privacy and policies of all websites you visit before you disclose any information to such websites.

Changes to Privacy and Policy

- As and when the need arises, PRAGJYOTISH SCHOOL may alter its privacy and policy in accordance with the latest technology and trends. We strive to provide you with timely notice of these changes. You may reach out to us if you have any queries about any changes made to our practices.

Contact us

- If you have any questions at all about our privacy and policy, please email us: office@pragjyotishschool.in

REFUND AND CANCELLATION

- Kindly note parents/guardians are using this payment portal option to pay school fee of their ward which is non-refundable in any circumstances.
- This school fee which is being paid cannot be cancelled at any time and there is no option to get it refunded whatever may be the scenario.
- No Refund No Cancellation as this is school fee paid by you.

For any clarifications write to us at - office@pragjyotishschool.in

****END OF AGREEMENT****