

TERMS AND CONDITIONS

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Our websites are intended to enhance the Higher Order Thinking Skills of Students and Children with our specially and specifically created Cognitive Learning Programs, to help SEN children with learning difficulties, exercise and enhance their cognitive skills and to bring about learning through images, play way method etc for kinder garden children to improve their thinking abilities.

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These Terms of Services will govern the use of all products and services from Edsix BrainLab (puzzles, assessments, API's, notifications, contests etc.) offered through mobile apps or online at www.skillangels.com, www.blessedangel.org, www.kinderangels.com or any other website/apps provided by Edsix BrainLab accessible through laptops, computers, mobile devices or any other sites/apps that include a link or copy of these terms of service. The Terms of Service will apply to all upgrades of products from Edsix BrainLab, and we may revise the Terms of Use at any time with our without notice as appropriate. These terms supersede and replace any and all prior oral or written understanding or agreements between Edsix BrainLab and you regarding the services and content.

3. PRIVACY:

Your use of the website is subject to Edsix BrainLab's Privacy Policy. Please review our Privacy Policy, which also governs the site and informs users of our data collection practices.

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All content of Edsix BrainLab is intended to be leveraged by the user for his or her or specified end user's personalized training only. Any other use of our apps, content other than the use specified herein is prohibited by Edsix BrainLab, and it shall be liable for the same. You shall indemnify Edsix BrainLab of any loss, claims or damages faced by us in this situation. This is not intended for clinical use as no clinical study had been done.

6. YOUR ACCOUNT:

If you use this site, you are 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. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Edsix BrainLab is not responsible for third party access to your account that results from theft or misappropriation of your account. Edsix BrainLab and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

7. PASSWORDS AND ACCOUNT ACCESS:

Every account has one designated Adult User who must be at least 18 years of age. You are responsible for maintaining the confidentiality of your password and Account information. We may allow you to register for an account using the third-party account and log-in credentials, such as Facebook and Google. In such situations, you are solely responsible for safeguarding credentials for the third-party account.

You agree that:

(a) You will provide complete and accurate registration information about yourself and any individual you authorize to access your account and keep your Account information up to date;

- (b) You are solely responsible for all activities that occur under your account;
- (c) You will notify us immediately of any unauthorized Account use;
- (d) that we are in no way responsible for any loss that you may incur as a result of any unauthorized use of your account and password; and
- (e) You will not sell, transfer, or assign your account or any Account rights. If we learn that an ineligible user has created an Account, we may seek confirmation of the user's status or deactivate the account, without notice to the ineligible user.
- (f) Comply with all applicable laws including without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, regulatory requirements and tax laws.
- (g) Comply with any instructions and tech specifications provided by Edsix BrainLab to enable proper functionality.
- (h) Responsibly utilize products from Edsix BrainLab and escalate all queries/concerns/submissions directly to Edsix BrainLab.
- (i) Access sites provided from Edsix BrainLab through the provided credentials, API's approved by Edsix BrainLab and not through any other means.
- (j) Not create false identities, misrepresent an affiliation or gain access to other user credentials.
- (k) Not violate terms of service or engage in any activity that is fraudulent, abusive, defamatory, illegal or otherwise inappropriate. Engaging in prohibited uses will form a valid ground for immediate termination of your account, and may also subject you to civil or criminal penalties.
- (l) Not Create an account or accounts on the site for fraudulent purposes, or for the purpose of misusing the site, including without limitation misappropriating the site or any information on the site for your own commercial gain.
- (m) Not Violate, attempt to violate, bypass or create any material that harms/interrupts regular features of products from Edsix BrainLab including security features, systems and network
- (n) Not attempt to gain access to code that is not open source
- (o) Not monetize the services or data related or access without written consent from us
- (p) Not use bots or automated methods to access the services
- (q) Not Monitor the system for providing information for competitive purpose
- (r) Not engage in any activity to copy, frame, mirror or recreate any product or service based on inspirations
- (s) Not place false reviews through any possible sites, forums, platforms etc.
- (t) Not interfere with the operation or place any unreasonable load on the services such as spam, denial of service attack, viruses, gaming algorithms
- (u) Advertise or offer to sell any goods or services for any commercial purpose on the site that are not appropriate or relevant to the site;
- (v) violates or infringes anyone's intellectual property rights; or
- (w) not place any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (x) Attempt to gain unauthorized access to the site, other User accounts, or other devices, computer system or networks connected to the site;

Edsix BrainLab reserves the right to edit or remove content that violates these Terms, that contains third-party commercial advertisements, or for any other reason, it deems necessary.

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For certain types of Accounts, we may charge a fee, such as an Account or subscription fee. The subscription fee shall be paid upfront for the Annum or based on the subscription plan chosen. Once the services have been purchased from Edsix, no cancellation or refunds shall be entertained. Any customisations or additional services availed other than the standard services provided, shall be subject to the payment of additional costs by the user.

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You must either use a credit card or other payment mechanism accepted by us (Pay Mechanism) to activate and maintain a paid Account. You authorize us to charge you through the Pay Mechanism that you use when registering for an Account and/or purchasing an additional subscription. You will also be responsible for charges (including applicable taxes) for any products or services that you order that are offered for sale through the Services. If we do not receive payment from the Pay Mechanism you use, you agree to pay all amounts due hereunder upon our demand and will be solely responsible for any dispute with your payment provider. Should the Pay Mechanism provided initially be declined for insufficient funds or any other reason, we reserve the right to attempt to recharge the Pay Mechanism in full. You will not be charged more than the amount for which you purchased your Account subscription. You will be solely responsible for all overdraft fees and/or penalties that may be assessed by your payment provider. We use a third-party service provider to process payments on our behalf. You acknowledge and agree that in the event the third-party payment processor experiences a data breach that affects your information through no fault of Company, Company will in no way be responsible or liable to you for any such breach.

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Payment

Edsix BrainLab offers paid services and all payments made will be in accordance with the structure or terms laid out by the plans selected by you. Some of our plans may also enable auto-renewal, and for any queries around payment terms, we require the user to refer to the email address sent with the payment plan details. Payments required may be stated exclusive of all taxes. Charges will be inclusive of applicable taxes as applicable by law. User shall be

responsible for and agree to bear Taxes associated with its purchase of, payment for, access to or use of products from Edsix BrainLab as appropriate. Your obligations shall survive the termination or expiration of terms.

The billing will be in one payment for the applicable term. This means if the term selected is monthly, the user needs to pay one time for the month if it is quarterly, the user needs to pay once for the quarter and so on. The users shall be able to make payments through the options provided by us not limited to Online Bank Transfer, Wallets, Card payment etc. Terms and conditions of the third party payment processor will govern the use of the payment gateway or appropriate payment system infrastructure, and users agree to be bound by the terms. We may add as appropriate applicable taxes, surcharges etc if any. We shall not be liable for any unauthorized use, payment refunds, fraud, lost money etc.

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We may also provide subscription plans. Subscriptions may include auto-renewals as indicated in the terms. For Subscriptions based on credit card payments, we will automatically charge your credit card for the cost of the plan, including applicable taxes. If the transaction was unable to be processed due to insufficient balances or invalid information, your account will be terminated, suspended or converted into a non-subscription account. You hereby agree to authorize Edsix BrainLab to automatically charge the applicable fee including any taxes to the payment amount unless the subscription is cancelled. You may cancel the subscription/renewals at any point in time before the date of renewal as may be indicated in the account profile. Cancellation of a subscription prior to the date of renewal will prevent any fees being applied. We may process refund of renewal payments within specified days after the renewal date, only for yearly subscriptions (one year or 2 years etc) as per the Refund policy below. Refund of subscription fee for monthly or quarterly renewals is not applicable.

Refunds or Cancellation

We shall process refunds limited to the amount paid by the user but was not delivered by us due to unforeseen reasons. We may offer money back guarantee options that may vary from time to time and the refunds can be received by contacting us (through email or contact centre) within the specified terms of the money back policy in the specified time. Apart from the above terms, you hereby acknowledge and agree that Edsix BrainLab shall not provide any refunds . This includes any possible bank overdraft fees, unused period for which payment has already been made etc. No refunds for monthly , quarterly or half yearly plans or any other promotion plan where the validity of purchase of the product or service is less than 365 days. For all yearly and above terms we offer a 10 day, 100% money back guarantee. If the user has paid a single payment using special offers or without offers for a subscription term which is more than 365 days, the money back guarantee is applicable only from the time of purchase and not throughout the term

All free trials provided by us shall be governed by the terms of use .

10. PRICE CHANGE

The prices are subject to change and we shall notify you regarding changes to the pricing terms of the selected plan. We will provide you an opportunity to review and cancel/change/continue your subscription as appropriate before applying the charges to the account. We may not always notify you of changes in taxes.

11. SYSTEM REQUIREMENTS:

Use Of services shall require one or more compatible devices, internet access, one or more softwares and may require upgrading or updates from time to time. Since the services to be provided involves hardware, software and internet access, the ability to access and use the services may be affected by the performance of these factors. The user agrees and accepts that such system requirements is their responsibility.

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- a description of where the material that you claim is infringing is located on the website sufficient to
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- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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The site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Edsix BrainLab has no obligation to monitor the Communication Services. However, Edsix BrainLab reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Edsix BrainLab reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

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Edsix BrainLab does not claim ownership of the materials you provide to the websites (including feedback and suggestions) or post, upload, input or submit to any Edsix BrainLab Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Edsix BrainLab, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

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The websites may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Edsix BrainLab and Edsix BrainLab is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Edsix BrainLab is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Edsix BrainLab of the site or any association with its operators.

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Edsix is not responsible for any loss or damage of any sort that a User may incur from dealing with any third party. These terms and conditions in the end user agreement are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Chennai only.

20. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Edsix BrainLab, its officers, directors, employees, agents and third parties, for any losses whether Direct or indirect, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the site or services, any user postings made by you, your violation of any terms and conditions mentioned herein or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations or your violation of any law or rights of a third party.. Edsix BrainLab reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Edsix BrainLab in asserting any available defenses.

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In no event will Edsix, its employees and affiliates be liable with respect to Edsix BrainLab for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption or loss of programs or information or failure to meet any duty including without limitation good faith and reasonable care) arising out of the use of or access of any products or services from Edsix or affiliates or any information provided on the website, or in the Products any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

22. MODIFICATION AND TERMINATION

Edsix BrainLab reserves the right to make modifications (with or without notice) including discontinue service temporarily or permanently and will not be liable to you or any third party, if we determine that the Skill Angels content, your content or your use of services is objectionable or in violation of any terms. The terms of service shall be effective until termination of contract (either by you or us). If terminated by us, certain provisions of the Terms of service will still apply. As part of termination Edsix BrainLab may include at sole discretion, deletion of account or content with our without notice.

23. GENERAL DISCLAIMERS

- Products from Edsix BrainLab have not been developed with an intent of providing any medical diagnosis, medical treatment/cure or prevention and hence must not be leveraged for similar purposes. Services must be used with own judgement and common sense.
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- Edsix makes no warranty that: (a) the site will meet your requirements; (b) the site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the site or any services offered through the site will be accurate or reliable.
- The documents and graphics on this website could include technical inaccuracies or typographical errors.
- Changes are periodically added to the information herein. Edsix may make improvements and/or changes herein at any time.
- You agree to use products and services from Edsix BrainLab at your own judgement.

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All of the Terms shall be governed by the Arbitration and Conciliation Act 1996 and construed as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or ay statutory amendment or re-enactment thereof for the time being in force or any such similar laws in India, not conflicting each other. In case of any dispute or the interpretation of any of the terms and/or conditions contained herein, the dispute shall be referred to private Mediation by a sole mediator accredited or certified by any High Court of the Republic of India and appointed mutually by the Parties. In the event of failure to resolve the dispute through Mediation as set out above, you shall be at liberty to refer the same for arbitration by a sole arbitrator. The mediation or arbitration shall be conducted in English and the venue for the

same shall be in Chennai, India. These terms shall be governed by the laws of India. Subject to the foregoing, courts at Chennai City shall have exclusive jurisdiction. Our products are controlled and operated from Chennai, India and we make no representations that they are appropriate or available for use in other locations.

25. CLASS ACTION WAIVER

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Edsix BrainLab agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

26. INJUNCTIVE RELIEF

The foregoing provisions will not apply to any legal action taken by either party to seek an injunction or other equitable relief in conjunction with any intellectual property claim or claim related to unauthorized access to data through the Services (including, but not limited to, claims related to patent, copyright, trademark, and trade secrets, and claims relating to the access or retrieval of data through the Services using an automated process).

27. TIMING OF CLAIM

To help resolve any issues between you and us promptly and directly, you and the Company agree that any Dispute Notice must be sent, or that any small claims or injunctive relief complaint permitted must be filed, within six months after the events giving rise to the Dispute arise; otherwise, the Dispute is waived.

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Edsix BrainLab reserves the right, in its sole discretion, to terminate your access to the site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of India and you hereby consent to the exclusive jurisdiction and venue of courts in Chennai, India in all disputes arising out of or relating to the use of the site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Edsix BrainLab as a result of this agreement or use of the site. Edsix BrainLab's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Edsix BrainLab's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the site or information provided to or gathered by Edsix BrainLab with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Edsix BrainLab with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Edsix BrainLab with respect to the site. A printed version of this

agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

30. CHANGES TO TERMS

Edsix BrainLab reserves the right, in its sole discretion, to change the Terms under which the websites is offered. The most current version of the Terms will supersede all previous versions. Edsix BrainLab encourages you to periodically review the Terms to stay informed of our updates. Additional terms may apply to certain products or services. In the event there is a conflict between these terms and any additional terms, the latter will take control.