

Vawsum Schools

Vawsum Schools is a Parent-Teacher engagement application developed by Vawsum Schools Pvt Ltd. It assists in bringing parents and teachers closer.

END-USER LICENSE AGREEMENT(EULA) FOR THE SOFTWARE

This agreement (EULA) made and entered into by and between **M/s Vawsum Schools Pvt Ltd**, a company registered under Companies Act, 2013 having its registered office at 24 Hemant Basu Sarani, Mangalam-A, Third Floor, Room No-309, Kolkata-700 001 hereinafter collectively referred to as the "Licensor" of one Part (which expression shall unless excluded by or repugnant to the context be deemed to include each one of them and the coparceners and their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART :

AND

the USER (which expression shall unless excluded by or repugnant to the context be deemed to include each one of them and the coparceners and their respective heirs, executors, administrators, representatives and assigns) of the SECOND PART:

Whereas the Licensor is inter-alia carrying on Business of selling their product Vawsum and User is interesting in using the application, Vawsum.

This EULA includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("VAWSUM" or "SOFTWARE"). By installing, copying, or otherwise using VAWSUM, the User agrees to be bound by the terms of this EULA.

VAWSUM LICENSE

VAWSUM is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. VAWSUM is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants the User the following non-exclusive rights:

- User may use VAWSUM Product on different operating systems like IOS/Android/Windows on which Vawsum runs. User will be free to use the modules as captured in the "Order" made by the School. This can be changed from time to time depending on new features, products as brought about in Vawsum and agreed with the School.

2. COPYRIGHT. All rights, title, and copyrights in and to VAWSUM (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into VAWSUM)

and any copies of VAWSUM are owned by VAWSUM SCHOOLS PVT LTD or its suppliers. The User may not copy the printed materials, if any, accompanying VAWSUM.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse - Engineering, Decompilation, and Disassembly.

The User or School may not reverse- engineer, decompile, or disassemble VAWSUM, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Rental.

The User or School may not rent or lease VAWSUM.

Termination.

Without prejudice to any other rights, Licensor may terminate this EULA if the User fails to comply with the terms and conditions of this EULA. In such an event, the User must destroy all copies of VAWSUM and all of its component parts.

NO WARRANTIES. To the maximum extent permitted by applicable law, Licensor expressly disclaims any warranty for VAWSUM. VAWSUM and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of VAWSUM remains with the User.

LIMITATION OF LIABILITY: VAWSUM SCHOOLS PVT LTD entire liability and the exclusive remedy for the User under this EULA shall not exceed five rupees (INR 5.00).

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Licensor or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this VAWSUM SCHOOLS PVT LTD product, even if Licensor has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the User.

TERMS AND CONDITIONS

1. THE SERVICE

The User shall be held responsible for obtaining and maintaining all computer hardware, software, mobile phones, internet connection and communications equipment that are needed to access the Service, and for paying all the chargeable access charges (e.g., ISP, telecommunications) that are incurred while using the Service.

All the specified fees are payable upfront, prior to credits being activated. VAWSUM SCHOOLS PVT LTD will make no guarantees for the uninterrupted and continuous availability of the Service or of any specific feature(s) of the Service.

VAWSUM SCHOOLS PVT LTD reserves the right to change or terminate the Service and/or alter the Terms and Conditions of this Agreement at any time with/without notice and/or with immediate effect. All the fees paid to VAWSUM SCHOOLS PVT LTD when such termination occurs are addressed in detail in the sections below.

2. DELIVERY OF MESSAGES / NOTIFICATIONS

Messages/Notifications will be considered as delivered when VAWSUM SCHOOLS PVT LTD has delivered, or sent the messages/notifications to the immediate destination that VAWSUM SCHOOLS PVT LTD software has been programmed to do, which includes SMTP servers, or Mobile telephone networks. In addition, any other intermediary server or API is also deemed to be the point of dispatch of the message/notification. VAWSUM SCHOOLS PVT LTD does not extend guarantee of delivery on behalf of the Mobile telephone networks of mail servers.

VAWSUM SCHOOLS PVT LTD lays no claim to its network coverage. Although VAWSUM SCHOOLS PVT LTD focuses on giving extensive coverage aggregation services, the mobile networks may choose from time to time to not be a part of VAWSUM SCHOOLS PVT LTD or of its service providers' networks. This may lead to messages not being delivered.

3. LICENCE TO USE PROPRIETARY SOFTWARE

Subject to the Terms and Conditions of this Service Agreement and Laws of the Union of India, VAWSUM SCHOOLS PVT LTD grants the User an individual, personal, non-sub licensable, non-exclusive, royalty-free license (without the right to sublicense), and non-transferable license ("the License") for the use of its proprietary software and also /or application service, in object code form only, and only in strict accordance with the applicable end user documentation, if any, and only in conjunction with VAWSUM SCHOOLS PVT LTD Service Agreement.

4. RESTRICTIONS:

The User is not permitted, directly or indirectly, to reverse engineer, de-compile, disassemble or otherwise make any attempt to establish the source code or the underlying ideas or algorithms of the software; to modify, translate, or to create distinctive and derivative works based on the software/ application; or to copy (except for archival purposes), to rent, lease, to distribute, assign, or otherwise transfer rights to the software/application; to use the software/application for timesharing or service bureau purposes or otherwise to the benefit of a third party; or to remove any proprietary notices or label/s that identify VAWSUM SCHOOLS PVT LTD products and/or services. As between the parties, the User will acknowledge that VAWSUM SCHOOLS PVT LTD and its licensors retain ownership of all the propriety applications, software, intellectual property "IP" (Intellectual Property) and any portions or copies thereof in relation to them, and all rights therein. Upon the termination of this Service Agreement for any reason, this License will be terminated and the User shall destroy and cease using all the software and applications. This software is provided and the applications are offered, "AS IS" and are subject to the disclaimers of

warranty and the limitations of liability as found in this service agreement and which is subject to testing by the client or the user before entering into this agreement.

5. USER ACCOUNT

To open an account for the usage of Service, it is essential that the User must complete the registration process by providing all current, complete and accurate information as will be prompted by the Registration Form. Entering inaccurate details will result in suspension. The User has to choose a login name and password. The User is to be entirely responsible for maintaining the confidentiality regarding his password and account information. In addition, the User will be entirely responsible for any and all activities that will occur under its account. VAWSUM SCHOOLS PVT LTD will not be held liable and respond to any third party claims and or actions taken with respect to services offered.

The User agrees to notify VAWSUM SCHOOLS PVT LTD immediately regarding any unauthorized use of its account or of any other breach of security.

6. MEMBER PRIVACY

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Vawsum may collect and use Users personal information for the following purposes:

1. To improve customer service

Information you provide helps us respond to your customer service requests and support needs more efficiently.

2. To personalize user experience

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

3. To improve our Site

We may use feedback you provide to improve our products and services.

4. To process payments

We may use the information Users provide about them when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the services.

5. To send periodic emails

We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site.

6. Confirm to the statutory and/or legal requirements or to comply with the legal process;

7. Protect and defend the rights or property of VAWSUM SCHOOLS PVT LTD;

8. Enforce this Service Agreement or protect VAWSUM SCHOOLS PVT LTD business or reputation, including without limitation, upon termination, cancellation or suspension of this Agreement by VAWSUM SCHOOLS PVT LTD;

9. Respond to the request for identification in connection with the claim of copyright or trademark infringement by the User or to a claim by a third party that the User is using the Service in connection with an infringement, illegal or improper activity; or

10. Act to protect the interests of the User or others.

11. To respond to the service or the technical issues.

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site. The transmission of information, including any payment information, is encrypted and protected using Secure Sockets Layer (SSL). Stored customer information is kept in a secure environment where access is restricted to employees who need the information to perform a specific job (for example billing administration or the development team). Employees are required to use password-protected screen-savers and keep their computers up-to-date.

Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

The User hereby permits VAWSUM SCHOOLS PVT LTD to send him communication via e-mail/SMS of any updates, upgrades, notices, or any other information that VAWSUM SCHOOLS PVT LTD deems important for the user to know, relating to the service.

Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

7. LIMITATIONS ON MESSAGE AND DELIVERY

It is to be clearly understood that VAWSUM SCHOOLS PVT LTD assumes no responsibility for any deletion or for any failure to store information. VAWSUM SCHOOLS PVT LTD has not fixed an upper limit on the number of messages a User may send through the Service. This is apart from how many credits are left in the User's account; however, VAWSUM SCHOOLS PVT LTD reserves to itself the right, at its sole discretion, to determine whether or not any or all Users conduct is consistent with the letter and spirit of the Service Agreement. It may terminate the Service if the User's conduct is found to be inconsistent with the Agreement. Please refer to the detailed procedure for termination of the service. VAWSUM SCHOOLS PVT LTD has the right and may, in future, after prior or without prior notification, limit the storage space that may be available to each User.

The sender ID that may be sent as part of mobile text messages is not a guaranteed feature and may not be sent without any notification.

Although VAWSUM SCHOOLS PVT LTD makes all efforts to ensure delivery and prides itself on fast delivery of messages, messages may be delivered late as a result of queuing or network traffic. This situation will still result in displaying the message as "sent".

8. MEMBER OBLIGATIONS AND DUTIES

VAWSUM SCHOOLS PVT LTD expressly prohibits any unauthorized commercial use of the Service. The User gives irrevocable agreement to abide by the entire applicable local, national and international laws and regulations. User is solely responsible for all acts or omissions (that occur under its account or password), including responsibility for the content of any transmissions through the Service. VAWSUM SCHOOLS PVT LTD provides by way of example, and not as a limitation, the stipulation that the User agrees not to:

- A. Use the Service in any way connected to any chain letters, junk SMS messages, spam or any unsolicited messages (commercial or otherwise);
- B. Harvest or otherwise collect, information about other users, including email addresses, without obtaining their consent;
- C. Transmit through the Service, or associate with the Service or publish within the Service any unlawful, harassing, libelous, or abusive, threatening, and harmful, or vulgar, obscene or otherwise any objectionable material of any kind or nature;
- D. Transmit any material that is an infringement of the intellectual property rights or other rights of third parties, which will include any trademark, copyright or right of publicity;
- E. Libel defames or slanders any person, or try to infringe upon any person's privacy rights;
- F. Transmit any material that may contain any viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;
- G. Interfere with or disrupt the networks connected to the Service or violate the regulations, policies or procedures of such networks;
- H. Attempt to gain unauthorized access to the Service or to other accounts, computer systems or networks connected to the Service, by using password mining or by any other means;
- I. Interfere with another User's peaceful use and enjoyment of the Service or another entity's peaceful use and enjoyment of similar services; or
- J. Engage in any other activity that VAWSUM SCHOOLS PVT LTD could believe may subject it to criminal liability or civil penalty or judgment.

9. FEES AND PAYMENT

- A. In consideration for the use of VAWSUM SCHOOLS PVT LTD services, the School agrees and shall pay to VAWSUM SCHOOLS PVT LTD a sum called a transaction fee or subscription fee (as appropriate) for Vawsum and for the messages sent (on per message basis) using any available delivery method, at the prescribed and applicable rate then in effect. In special cases if Parents directly pay for Vawsum, it will be decided before the start of the service. VAWSUM SCHOOLS PVT LTD may, from time to time, and at its own discretion, offer limited time "Free Trial" or similar type or different promotions during which period no transaction fees or reduced transaction fees may apply. Such promotions are intended for Users to test the capabilities of the Service and/or for casual, personal use only. During such promotions, all provisions of this Agreement shall remain in full force and effect. Vawsum may bring about services and products for its users and can directly charge the users if they agree to avail the service or buy the product.
- B. All fees are payable upfront. Upfront payment refers to payment that is made within a reasonable time so as to allow VAWSUM SCHOOLS PVT LTD to activate the account adds the SMS credits to the client's account.
- C. Payment shall be deemed to have been made, as soon as the fee is available in VAWSUM SCHOOLS PVT LTD bank account.
- D. Manner of payment - By Cheque / Demand Draft / Cash deposit into our Bank Account or other mode as added from time to time
- E. Cost Increase - The User acknowledges that VAWSUM SCHOOLS PVT LTD is dependent on various telecommunication networks and institutions for the delivery of its messages and that VAWSUM SCHOOLS PVT LTD may revise its prices and offerings for its products and services, should the prices be adjusted due

to reasons, which are beyond VAWSUM SCHOOLS PVT LTD control. VAWSUM SCHOOLS PVT LTD undertakes to notify the clients and users of such adjustments in writing, prior to implementing such adjustments.

F. Any message units that have been purchased must be used up within 120 days from the date on which it had been purchased. VAWSUM SCHOOLS PVT LTD may, at its sole discretion, curtail or extend this period on a case-by-case basis.

G. No refunds will be made in any case for any fees already collected like branding fees, licenses, monthly administration fees, and any other fee that the User may pay to VAWSUM SCHOOLS PVT LTD.

H. The User expressly understands that rate, calculated by the number of credits to specific destination network may change due to various factors, and that VAWSUM SCHOOLS PVT LTD may adjust these credits whenever it deems it necessary to do so, with or without prior notice to the User.

10. TERMINATION, CANCELLATION, AND SUSPENSION

A. Modification of Terms - VAWSUM SCHOOLS PVT LTD frequently updates, modifies, and otherwise continually makes efforts to improve all VAWSUM SCHOOLS PVT LTD services and products. Such changes often dictate that we simultaneously modify our Terms and Conditions of Use. Hence, VAWSUM SCHOOLS PVT LTD shall have the right to modify any or all the terms of this Agreement and to change or drop any aspect or feature of VAWSUM SCHOOLS PVT LTD service, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting of such addition, change, or deletion. Any use by the School of the Service after any such change has been posted shall be construed as the acceptance of any such changes. If the School is not agreeable to any such changes, the Service may be canceled in accordance with the procedures for cancellation set forth in this Agreement. The School acknowledges its responsibility to read and review this Agreement from time to time and also to be aware of any such changes.

B. Termination, Cancellation and/or Suspension by VAWSUM SCHOOLS PVT LTD - This Agreement and the license granted hereunder can be terminated, canceled and/or suspended by VAWSUM SCHOOLS PVT LTD at any time if, in VAWSUM SCHOOLS PVT LTD sole discretion, the User has breached the Terms of Service. Such termination, cancellation and/or suspension by VAWSUM SCHOOLS PVT LTD shall come into effect immediately after giving notice by VAWSUM SCHOOLS PVT LTD to the School in any reasonable manner, including but not limited to, notification by e-mail. Upon, during, and/or after any such breach, VAWSUM SCHOOLS PVT LTD has the option to suspend, terminate and/or cancel this Agreement. In addition, VAWSUM SCHOOLS PVT LTD has the right to recover any and all damages from the School arising from or relating to the event(s) giving rise to the suspension, termination or cancellation. VAWSUM SCHOOLS PVT LTD reserves the right to suspend the client's service at any stage for any reason that it may deem necessary in order to continue to provide any of its services in a way that may be hindered by the Client's status as being a VAWSUM SCHOOLS PVT LTD client, or the financial status of the client or the content of the messages originating from the client.

C. In the event that VAWSUM SCHOOLS PVT LTD has cause to receive complaints from recipients or third parties with respect to the use of the Service, VAWSUM SCHOOLS PVT LTD additionally reserves the right, in its sole discretion, to disclose any and all information to the recipient, applicable authorities or any other party with regard to its clients and application Users.

D. Termination or Cancellation by the School - The User has the right and is free to terminate or cancel this Agreement at any time and for any reason. The User only has to intimate VAWSUM SCHOOLS PVT LTD by sending an email of this intention. However, it is to be noted clearly that any sum or pre-paid credit amount remaining pending at the time of cancellation of this Agreement shall not be repaid to the School. However, School may decide to keep using the Product.

E. Obligations Upon Termination and/or Cancellation - Upon the termination, cancellation and/or suspension of this Service Agreement, the School remains responsible for any obligations that have been accrued including, but not limited to, payment of any costs or charges that may be arising in connection with such termination, cancellation and/or suspension, and payment of all outstanding transaction fees for use prior to said termination, cancellation and/or suspension occurs. The payment and other obligations under this Service Agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of VAWSUM SCHOOLS PVT LTD (in whole or in part) where the said suspension arises from the User's failure to comply with, or violation of, the terms of this Service Agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, the User agrees to immediately cease using VAWSUM SCHOOLS PVT LTD and removes all VAWSUM SCHOOLS PVT LTD software and the applications on any computer, database, and the server (local or remote) in its possession or under its control. VAWSUM SCHOOLS PVT LTD shall have no obligation whatsoever to the User after the termination or cancellation of this Service Agreement.

11. WARRANTIES OR LIABILITIES

A. While it is to be understood that VAWSUM SCHOOLS PVT LTD will make all efforts to ensure that the service is reasonably available at all times, and will at all times endeavor to maintain connections to as many aggregators, gateways and Carriers as are, in its discretion, commercially viable and to make all upgrades to VAWSUM available to the User in a commercially reasonable and timely manner. The User acknowledges that VAWSUM SCHOOLS PVT LTD cannot guarantee the availability of a Carrier's SMSC. The user expressly acknowledges and agrees that the use of the service is generally at its own risk and that VAWSUM SCHOOLS PVT LTD service is being provided "AS IS" and "AS AVAILABLE" without any warranties or conditions whatsoever, express or implied. VAWSUM SCHOOLS PVT LTD will use commercially reasonable efforts to make the access to its services always available to the user through the required access protocols, but makes no warranty or guarantee that the user will be able to access VAWSUM SCHOOLS PVT LTD at any particular time or any particular location.

B. VAWSUM SCHOOLS PVT LTD (which also includes its owners, employees, suppliers, internet service providers, partners, affiliates and agents) shall not be held liable for any damage, loss or liability of any nature incurred by whomever and resulting from use of the service and the internet generally, as well as access to VAWSUM SCHOOLS PVT LTD website, the access to websites linked to VAWSUM SCHOOLS PVT LTD website, any inability to access VAWSUM SCHOOLS PVT LTD website; the inability to access websites linked to VAWSUM SCHOOLS PVT LTD website, any content available on VAWSUM SCHOOLS PVT LTD website, any or all services available from VAWSUM SCHOOLS PVT LTD website, any or all products available from VAWSUM SCHOOLS PVT LTD website, any downloads and use of content from VAWSUM SCHOOLS PVT LTD website, and/or any other reason which is not directly related to VAWSUM SCHOOLS PVT LTD gross negligence.

C. The information, ideas and opinions expressed on VAWSUM SCHOOLS PVT LTD website should not be regarded as professional advice or the official opinion of VAWSUM SCHOOLS PVT LTD, and Users are strongly encouraged to consult professional advice before taking on any course of action that is related to the information, ideas or opinions expressed on VAWSUM SCHOOLS PVT LTD website.

D. VAWSUM SCHOOLS PVT LTD does not make any warranties or representation that the content and the services available from VAWSUM SCHOOLS PVT LTD website shall in all cases be true, correct or free from any errors. VAWSUM SCHOOLS PVT LTD shall take all reasonable steps to ensure that the quality and accuracy of content is available from VAWSUM SCHOOLS PVT LTD website.

E. VAWSUM SCHOOLS PVT LTD and its affiliates, agents, content providers, service providers, and licensors a) Hereby disclaim all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for any or all particular purposes of VAWSUM SCHOOLS PVT LTD generally, and that any content or services contained therein, as well as all the express and implied warranties that the operation of VAWSUM SCHOOLS PVT LTD is generally and that any content or services contained therein will be uninterrupted or error-free.

b) Shall in no event be held liable to the user or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by the failures, delays or interruptions of the service generally, and any aspect ancillary thereto; (the user agrees to indemnify VAWSUM SCHOOLS PVT LTD for any and all third party claims arising from any such or of the failures, delays or interruptions in connection with regard to use of the service).

F. Without in any way limiting the foregoing, VAWSUM SCHOOLS PVT LTD shall in no event have (in the aggregate) any liability whatsoever in connection with this agreement in excess of an amount that is equal to twice the lowest monthly transaction fee applicable to such account and /or claim in effect for the monthly period immediately preceding the date of the first claim made by the user and/or the user alleging liability.

G. High risk activities - VAWSUM SCHOOLS PVT LTD service is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, including but not limited to use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of VAWSUM SCHOOLS PVT LTD could lead directly to death, personal injury, or to severe physical or environmental damage ("high risk activities"). In addition to all the other disclaimers and limitations contained within this agreement, VAWSUM SCHOOLS PVT LTD and its affiliates, agents, content providers, service providers and licensors specifically disclaim any express or implied warranty of fitness for high risk activities which may also include emergency notification services.

12. INDEMNIFICATION

The User agrees to indemnify, hold harmless, and defend VAWSUM SCHOOLS PVT LTD and its affiliates, agents, content providers and service providers, against any and all claims, liabilities, damages, all costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to (i) the use of the Service in any manner which violates the terms of this Service Agreement or otherwise violates any law, rule, or regulation and (ii) any claims made by third parties arising from the User use of the Service, including without limitation any and regulation all third party claims arising from or related to any failure, delay or interruption to the

Service. The User agrees to cooperate as fully as reasonably required in the defense of any claim. VAWSUM SCHOOLS PVT LTD reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User.

13. MISCELLANEOUS

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any of the provisions of this Service Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Service Agreement will otherwise continue to remain in full force and effect and is enforceable. In this Agreement, any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons and vice versa and any reference to one gender includes the other genders. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Union of India.

No agency, partnership, joint venture, or employment is said to be created as a result of this Service Agreement and the User does not have any authority of any kind to bind VAWSUM SCHOOLS PVT LTD in any respect whatsoever. In any action or proceeding to enforce rights under this Service Agreement, the prevailing party will be entitled to recover all the costs and attorneys' fees.

All notices under this Service Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

These Terms and Conditions constitute the whole agreement between VAWSUM SCHOOLS PVT LTD and the User and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.