

TERMS AND CONDITIONS

1. General

www.yolearn.com ("Website") is owned and operated by M/s Yoganand Learning Solutions Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at D.No. 38-4-31, Tilak Street, Kakinada, East Godavari, Andhra Pradesh-533001 ("Company").

The term "We" "Us" or "Our", wherever used on the website shall mean the Company or the Website, depending on the context.

The term "You", "Your" or "User", wherever used on the website shall mean any person agreed to use the services of the website.

Before using any of the services on the website, it is advised that the user should go through all the terms and conditions of the website and understand the same, as any use of services on the website by the user creates a binding contract between the user and the website and it is being understood that the user agrees to all the terms and conditions mentioned. If you do not agree with any part of these Terms, you may opt out from accessing or using the Website. In case of your failure to comply with these terms, we reserve the rights to suspend or withdraw your Services without any notice.

It is being informed that the terms and conditions are to be read with privacy policy and any other policies of the Company. These terms and conditions apply to all Products & services provided by the Company. Please read them fully and carefully.

We hereby, reserve the sole right to amend or modify any of the terms and conditions on the website without any prior approval of any user. It is the user's responsibility to check periodically or stay updated on the website as all the modifications or amendments will be shown on the website and no notice of communication of modifications or amendments will be sent to the user personally in any manner. However, material changes related to the users account on the website might be communicated to the users personally.

If the user continues to use the services of the website post such modifications or amendments, then it is considered to be their deemed approval or consent in relation to such modifications or amendments.

2. Services

The website primarily provides online teaching or self-paced learning courses through online learning portal or Website to class VI to XII students and may provide certain other courses from time to time. We may also deliver the hard copies of materials, if required. We may also provide the courses through SD card, pen drives, tablets etc. ("Offline Models"), however, separate amount will be charged for hard copies or Offline Models of study material. For online teaching, the delivery of the courses will be through online live streaming and for the self-paced learning courses, delivery of the content will be through online account only.

All usage rights provided to the user are provided on non-exclusive, non-sub-licensable, limited and as it is basis only.

The contents of the Application/Services/products are developed on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. The usage of the Application/Services/products is not endorsed as a substitution to the curriculum based education provided by the educational institutions but is intended to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding. The basic definitions and formulae of the subject matter would remain the same. The Company acknowledges that there are various means of delivering structured curriculum pedagogy and inclusion of methods in the Application/Services/products does not imply endorsement of any particular method nor exclusion implies disapproval. Subscription to the Application or usage of our Services/Website/products does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.

3. Users Registration

In order to register as a User, you are required to create a User Account through the website and provide & verify your personal information including, but not limited to, your full name, age, email Id, contact number, address etc. However, the users under the age of 18 years / minors shall register on the website under the supervision of their parents or guardians as the case may be and they agree to be

bound by the terms of use of the website. We reserve the right to terminate the registered account of any user or refuse to register your account if it is discovered or brought to the notice that the account is being registered in contradiction of the above terms of use.

Members agree and accept that all of the information they provide to the Company during account creation and at any time thereafter shall be true, correct, complete and accurate in all respects.

While registration, you must choose their password which is later on used as your credentials to access the services of the website and thereafter, you are solely responsible for the confidentiality of your username and password and any activity through that account on the website shall be deemed to be performed by you and you shall be held responsible for every activity performed through your account.

We may also be providing the service to link your social media accounts such as Facebook, Google etc. to register your yolearn account and we will collect some of your basic information from that social media account such as full name, age, email Id, contact number, address etc.

4. Payment and Security

Registered Users can have access to the content or study materials available on the Website after paying the fees for the opted courses as per various subscription plans available on the website from time to time.

Every subscription shall be valid for individual use by the respective registered user only i.e. user cannot share their membership details to allow other users / students to use the study materials, content, recorded videos or to attend the online classes. Any violation in this regard shall be liable to immediate termination of such subscription without any refunds.

Any transaction made by the User on the website are secure and protected and we may use the data or content from the third parties, but any information provided by the User while transacting on the website (third parties) is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by the Company or website in

any manner, except for verification of payments and errors, if any. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

The following payment methods may be available on the website:

- Net banking/Direct debit payments from selected banks in all over the world.
The list options will be available at the time of the payment/transaction.
- Visa, Master, and Rupay card will be used to make payments.

The website offers you the convenience of making secured online payments through a payment gateway service provider. You agree that since the payment is made using the third party websites, website / Company cannot be held liable for any loss arising out of incomplete transaction, wrong payment, server crash, bank debits, etc. In no event will the Company or any of the persons, directors, staff etc. associated with us, will be liable for any kind of damages of any nature based on any theory of liability, including but not limited to contract, negligence or other torts (including intentional torts), damages for loss of property, loss of profits, lost, compromised or impaired claims, lost savings, lost fees, or any other damages whatsoever, arising out of or relating in any way to the use of the Website.

Please be advised that making an online payment does not immediately change any disposition related to your account. Any payment made after normal business hours will not be posted until the next business day.

Company or the Payment Gateway reserves the right to decline the acceptance of an online payment if your account is in default for any reason.

Our normal business hours are 0900 – 1700 hrs. IST excluding any regularly scheduled closings for holidays. You may contact our office anytime for a listing of scheduled closings. Please feel free to contact us at [info @yolearn.com](mailto:info@yolearn.com).

5. Return and Refund Policy

No return or refund shall be made in respect of the fees paid by the user once a subscription has been taken.

However, the Company reserves its right to take derivative approach on case to case basis as per at its sole discretion.

6. Communication

While using our features, the User hereby undertakes not to post, write or send any messages or content prohibited under applicable laws, including but not limited to, messages/content that impersonates another person, harm minors, that are obscene, defamatory, harassing, pornographic, providing deceiving and misleading information, contains viruses or Trojans, infringing any patent, trademark, copyright or other proprietary rights of any person or threatens the unity, integrity, defense, security or sovereignty of country etc.

By using our website, you agree to receive calls, text messages and emails on the number and email address provided by you while subscribing our website. The user also agrees to get promotional calls, messages, and newsletters from the company. The user can choose not to get the promotional calls, messages and newsletter from the company by making an express request to such regard which may be placed by unsubscribing the site, or sending an email for the same.

7. Obligations of Users

The users undertake that while or by using the website they shall not:

- Violate any applicable law, statute, ordinance, rule or regulation;
- Impersonate any other person or entity or make any misrepresentation as to your employment or affiliation with any other person or entity;
- Upload, post, publish, transmit or distribute any information or material for which they do not have any rights or licenses to publish, post etc.;
- Upload, post, publish, transmit or distribute any information which infringes or contravenes the rights of any third party, including any patent, trademark, copyright or such other proprietary rights;

- Upload, post, publish, transmit or distribute any information which would constitute a criminal offence or give rise to any liability or otherwise violate applicable laws;
- Upload, post, publish, transmit or distribute any information which may potentially be perceived as being blasphemy, threatening, harmful, harassing, abusive, libellous, vulgar, defamatory, obscene or otherwise objectionable;
- Upload, post, publish, transmit or distribute any such information that harm minors in any way and contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- Upload, post, publish, transmit or distribute any information that is harmful to the unity, integrity, security, defence or sovereignty of India, relations with foreign states or public order;
- Try to hack any server or disrupt computer network connected to the website;
- Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;
- Disturb the proper working of the website by using any device or software or through any other mode that could possibly affect the proper working of the website;
- Gain unauthorised entry or access to the computer systems of any third party;
- Reproduce, copy, modify, sell, store, distribute, or otherwise exploit for any commercial purposes the website, or any component thereof (including, but not limited to any materials or information accessible through the website).

It is to be noted that all the information uploaded by the user shall be in accordance with the applicable laws and subject to investigation by the company as and when required and if it is discovered that the information uploaded, posted or published by the user is in non-compliance of any applicable laws or above mentioned terms of use, then we reserve the right to remove any such

information uploaded on the website and we further reserve the right to terminate the user's account after or without issuing any warnings.

Depending upon your subscription, you may be provided access to certain live classes that we may conduct through our Website which may function using webcam feature of your computer / laptop and connected to the internet. During such live class, if You are found to be in a behaviour which is objectionable, undisciplined or if we find your behaviour not up to the standard that we expect from our subscribers, your subscription shall be cancelled immediately and you shall be blacklisted and there shall be no refund of the subscription fee whatsoever. The Company reserves the right to decide which behaviour constitutes objectionable and undisciplined and Company decision in this regard shall be final and binding.

8. Intellectual Property Rights

All material contained on this site, unless otherwise indicated, is protected by law, including, but not limited to, Indian patent, copyright, trademark, and other intellectual property protection laws, as well as other state, national, and international laws, treaties and regulations. Except as expressly provided herein, website does not grant any express or implied intellectual property right(s) to users of this website or the services, or any parts thereof. You agree not to decompile or reverse engineer any parts of the website, contents or services. Please be aware that the website actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

The Content, design and layout of the products and contents are copyright products of the Company. Removing or altering the copyright notice on any material on any Product is prohibited. We also own copyright in the Products and Service as a collective work and/or compilation, and in the selection, coordination and arrangement of the Product's and Service's content. Other product names, company names, marks, logos and/or symbols mentioned herein may be the trademarks of their respective owners.

All copyright, marks and/or know-how and/or any other related intellectual property rights to the Services shall become and remain the sole and exclusive property of the Company and the User shall have no claims to the same. In the event the User has contributed any content on the Product in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of the Company and the User agrees that he/she shall have no right or claim over the same, in any manner whatsoever.

9. Indemnification

You hereby agree to indemnify, defend and hold the Company and all of our officers, directors, owners, employees, agents, information providers, Associates and licensors etc. (collectively, the "Company Parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Company Party in connection with any claim including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, patent or copyright or trademark infringement arising out of:

- Your connection to our Products and services;
- Your use of our Products and services;
- The content, quality or performance of content that you submit to our Products and services;
- Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
- Your violation of these Terms; or
- Your violation of the rights of any other person or entity.

We reserve the right to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims.

Our website shall have no indemnification obligation or other liability for any claim of infringement arising from :-

- (a) Your use of the website and/or the Service or Content associated with the website or Service other than in accordance with these Terms;

- (b) The combination of the website and/or the Products, Services or Content associated with the website with any other products, services, or materials; or
- (c) Any third party products, services, content, or materials.

10. Disclaimer

The company is a private company under the Companies Act, 2013. Company does not guarantee that the website will be functional at all times. Company will not be liable to any of the Users in case the website is non-operational due to any error, fault, and technical issues or otherwise and Services may be suspended during such period of its non-operation. Users may access the website at their own risk as Company expressly hereby disclaims any and all responsibilities and liabilities arising out of the use of the website.

Company is not responsible for any loss or damage arising due to default of the Users including for, fraud, misrepresentation, breach of duty or these conditions by Users themselves. Company hereby expressly disclaims and any and all responsibility and liability in arising out of the use of the Website.

The Website provides Users with access to compiled educational information and related sources. Such information is provided on an As Is basis and We assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on the Website. We would not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information. From time to time the Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to the Website from another website or document without the Company's prior written consent.

The user understands and agrees that any material or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of

data that results from the download of such material or data. We are not responsible for any typographical error leading to an invalid coupon. We accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.

We shall not be liable for any third party product or services. The advertisement available on e-mail or website with respect to the third party website or the products and services are for information purpose only.

In the preparation of the Application / Website / Services / Products and contents therein, all efforts have been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur for which, without limitation to anything contained herein, the Company disclaims any and all responsibility for any such errors and inaccuracy of the information that may be contained therein.

Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly. Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Application / Website / Services / Products for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

In the event of Non-compliance with any of the above mentioned terms and conditions, Company reserves the right to suspend any User Account or revoke any User's access to our Website.

11. Law and Jurisdictions

These terms and conditions shall be governed by the law of India and any dispute arising in relations to these terms and conditions or with respect to any other dispute involving the Company shall be subject to the jurisdictions of the Andhra Pradesh Courts exclusively.

12. Relationship

Users and Company shall not constitute any relationship of agency, partnership, joint venture or the like in respect of arrangements made through the Website.

13. Privacy Policy

All of the information that we collect from you, such as registration and payment information, is subject to our privacy policy. Please click [here](#) to see our full Privacy Policy.

14. Grievance Redressal and Contact us

If you have any questions about these terms and conditions, our practices, or your experience with the services, you can e-mail us at support@yolearn.com.