

Terms of Service

Vawsum builds technologies and services that Make Learning Awesome. These Terms govern your use of Vawsum, and the other products, features, apps, services, technologies and software that we offer, except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Vawsum Schools Pvt Ltd.

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 “Company” or “Vawsum” 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).

1. The services we provide

We help the institutions engage and connect with its different stakeholders using media rich, instant communication platform. They can engage with multiple or individual stakeholders using its Diary based communication and one to one message platform. We also provide the option to Institutions and teachers to send reference materials, class updates, assignments, quizzes among other things to assist students learning outcomes. They are free to leverage Vawsum’s curated learning videos or create own libraries to facilitate digital learning. Our hardware free, mobile first solution provides a safe and secure alternative to keep students safe. Besides, referral modules and other features help the institute drive admissions. We also provide website making services and Digital Marketing services to clients.

2. 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. 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 Institution. This can be changed from time to time depending on new features, products as brought about in Vawsum and agreed with the School.

3. Your commitments to Vawsum

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

A. Who can use Vawsum

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- use the same name that you use in everyday life;
- provide accurate information about yourself;
- create only one account (your own) and use your timeline for individual purposes; and
- not share your password, give access to your Vawsum account to others or transfer your account to anyone else (without our permission).
- You can create multiple accounts for different institution. Same user might have multiple accounts pertaining to different students

We try to make Vawsum broadly available to everyone, but you cannot use Vawsum if:

- You are under 13 years old (or the minimum legal age in your country to use our Products).
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services or software under applicable laws.

B. What you can share and do on Vawsum

We want people to use Vawsum to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- i. You may not use our Products to do or share anything:
 - That breaches these Terms, and other Terms and Policies that apply to your use of Vawsum.
 - That is unlawful, misleading, discriminatory or fraudulent.
 - That infringes or violates someone else's rights, including their intellectual property rights or infringes on copyrights.
 - Is of Violent or of criminal behavior
 - Leads to compromise of someone's safety
 - Where the Content is of Objectionable nature like hate speech, violent or graphic content, adult nudity and sexual activity, sexual solicitation, libelous, harassing, abusive, threatening, harmful, vulgar, obscene, cruel or insensitive.
 - Where the content's integrity or authenticity is questionable
- ii. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access.
- iii. Use the Service in any way connected to any chain letters, junk SMS messages, spam or any unsolicited messages (commercial or otherwise);
- iv. Harvest or otherwise collect, information about other users, including email addresses, without obtaining their consent;
- v. Libel defames or slanders any person, or try to infringe upon any person's privacy rights;
- vi. Transmit any material that may contain any viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs that could disable, overburden or impair the proper working or appearance of our Products.

- vii. Interfere with or disrupt the networks connected to the Service or violate the regulations, policies or procedures of such networks;
- viii. 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;
- ix. Interfere with another User's peaceful use and enjoyment of the Service or another entity's peaceful use and enjoyment of similar services; or
- x. Engage in any other activity that VAWSUM SCHOOLS PVT LTD could believe may subject it to criminal liability or civil penalty or judgment.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

C. The permissions you give us

We need certain permissions from you to provide our services:

- i. Permission to use content that you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things such as copyright or trademarks) in any such content that you create and share on Vawsum and the other Vawsum Company Products you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services, we need you to give us some legal permissions (known as a 'licence') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content. This means, for example, that if you share a photo on Vawsum, you give us permission to store, copy and share it with others such as service providers that support our service or other Vawsum Products you use.

You can delete content individually or all at once by deleting your account. When you delete content, it's no longer visible to other users; however, it may continue to exist elsewhere on our systems where:

- Immediate deletion is not possible due to technical limitations.
- your content has been used by others in accordance with this licence and they have not deleted it (in which case, this licence will continue to apply until that content is deleted); or
- Where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or breaches of our Terms and Policies (for example, to identify or investigate misuse of our Products or systems);
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this licence will continue until the content has been fully deleted.

- ii. 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. 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 and the Product Deliverables as agreed with their Institution.
- iii. 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. We will do it for the following purposes:
 - To improve customer service
 - Information you provide helps us respond to your customer service requests and support needs more efficiently.
 - 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.
 - To improve our Site
 - We may use feedback you provide to improve our products and services.
 - 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.
 - 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.

- Confirm to the statutory and/or legal requirements or to comply with the legal process;
 - Protect and defend the rights or property of VAWSUM SCHOOLS PVT LTD;
 - 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;
 - 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;
 - Act to protect the interests of the User or others.
 - To respond to the service or the technical issues.
- iv. Permission to update software that you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

D. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content that you create or share on Vawsum), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

4. The Service

The User will be 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 will be payable upfront to Vawsum, prior to services 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 if such remuneration is Due.

a) DELIVERY OF MESSAGES / NOTIFICATIONS

Messages/Notifications will be considered as delivered when VAWSUM SCHOOLS PVT LTD has 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.

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.

b) THIRD PARTY SERVICES

Institutions may avail the Online Payment Gateway Services or similar Third-Party Services through Vawsum. All terms and Conditions would be as per the separate agreement entered between the Institution and the Third-Party service provider. Under no circumstances will Vawsum take responsibility on quality of service extended by the third party or assume any liability for deficiency of service of the third party.

c) SERVICE CHARGES AND PAYMENT

In consideration for the use of VAWSUM SCHOOLS PVT LTD services, the Institution 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.

Payment shall be deemed to have been made, as soon as the fee is available in VAWSUM SCHOOLS PVT LTD bank account.

Manner of payment - By Cheque / Demand Draft / Cash deposit into our Bank Account or other mode as added from time to time

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.

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.

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.

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.

d) 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.

e) 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.

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, Companys 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.

f) 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.

5. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. We will only make changes if the provisions are no longer appropriate or if they are incomplete, and only if the changes are reasonable and take due account of your interests.

We will notify you (for example, by email or through our Products) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect, unless changes are required by law. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be part of the Vawsum community, you can delete your account at any time.

2. Limitations on Reverse - Engineering, Decompilation, and Disassembly.

The User or Institution 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.

3. Account suspension or termination

We want Vawsum to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

4. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is", and we make no guarantees that they will always be safe, secure or error-free, or that they will function without disruptions, delays or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content that they share (including offensive, inappropriate, obscene, unlawful and other objectionable content).

We cannot predict when issues may arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be

liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms or the Vawsum Products, even if we have been advised of the possibility of such damages. VAWSUM SCHOOLS PVT LTD entire liability and the exclusive remedy for the User under this EULA shall not exceed five rupees (INR 5.00).

5. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

If you are a consumer, the laws of the country in which you reside will apply to any claim, cause of action or dispute that you have against us that arises out of or relates to these Terms or the Vawsum Products, and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. In all other cases, you agree that the claim must be resolved exclusively in the Indian Court at Kolkata. You also agree that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

6. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Vawsum, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products that we offer are also governed by supplemental Terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our Commercial Terms. To the extent that any supplemental Terms conflict with these Terms, the supplemental Terms shall govern to the extent of the conflict.

3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
6. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name that you use in everyday life). We will inform you in advance if we have to do this and explain why.
7. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.