

**About Us:** We at PocketGuru thank you for using our products and services, this belief of you will always make us strive to serve you better. PocketGuru application as well as website is an online educational platform intending to provide solutions/services to various branches of Graduation. This service is provided to users on monthly paid subscription basis with an initial 15 days free of cost trial period.

Here, we provide you the academic content in the form of PDFs, text, voice over of text, videos, 3D models, embedded through Sketchfab, technical updates through articles, discussion forum for the interaction purpose. All the material has been created and prepared by our team with the help of subject expertise and higher knowledgeable authorities. The content is developed on the concepts covered in the structured curriculum syllabus prescribed for students of various courses. Through our application we intend to explain and present the concepts in a manner enabling understanding and disabling mugging tendency. Since the content is made for academic point of view, our team took guidance and reference of the various resources available to us.

### **Privacy Policy**

This page is used to inform users regarding our policies with the collection, use and disclosure of personal information, use of the services, products, application and website offered by the company, for those who decide to use our services, Website, Application, in connection with the Application, Website or products ('Services'), or registrations with us through any modes or usage of any products including through SD cards, tablets or other storage/transmitting device shall signify your acceptance of this Policy and your agreement to be legally bound by the same. If you do not agree with the terms of this Policy, kindly do not use the Website, Application, products or avail any of our Services.

The Personal information collected is used for providing and improving the service. We will not use or share your information with anyone except as described in this privacy policy. The terms used in this privacy policy have the same meanings as in our terms and conditions, which is accessible at PocketGuru unless otherwise defined in this privacy policy. We value your trust in providing us your personal information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet or method of electronic storage is hundred percent secure and reliable and we cannot guarantee its absolute security.

**Changes to this privacy policy:** We may update our privacy policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by Posting the new privacy policy on this page this policy is effective as of 18/11/2020

**Policy statements:**

**Consent:** In order to enjoy our services and get full advantage of our application contents we require your utter consent where we believe that every user of our application must be in a position to give us an informed consent before providing us any information required for the use of our application. By registering with us you are consciously consenting to our collection, processing, storing, disclosing and handling of your data and information set forth in this policy now and as amended by us. Also, when you provide us with your personal information to complete a transaction, verify your credit card. We imply that you consent to our collecting it and using it for that specific reason only.

**User Information:** When you register on our application/website/Services/products, we collect the personal information you give such as your name, photo, email and phone number. We may use the Information to contact you from time to time, to provide you with the Services, important information, required notices and marketing promotions. We may at times provide aggregate statistics about our customers, traffic patterns, and related site information to reputable third parties, however this information when disclosed will be in an aggregate form and does not contain any of your Personally Identifiable Information. All your information will be kept safe with PocketGuru and can even be disclosed if:

- required by law, such as to comply with a subpoena, or similar legal process;
- to enforce applicable ToU, including investigation of potential violations thereof;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;
- with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this Policy;
- to protect against imminent harm to the rights, property or safety of the Application/Website/ Addhyan online Private Limited or its users or the public as required or permitted by law;

- with third party service providers in order to personalize the Application/Website/Services/products for a better user experience and to perform behavioural analysis;
- Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with the consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with us.

Further, you shall, at any time while using the Application/Services/products, also have an option to withdraw your consent given earlier to us to use such Personal Information or Sensitive Personal Information for promotions. Such withdrawal of the consent is required to be sent in writing to us at the contact details provided in this Policy below. In such event, however, the Company fully reserves the right not to allow further usage of the Application or provide any Services/products there under to you.

**Payments:** For processing payments, we use RazorpayX. Which do not retain, share, store or use personally identifiable information including your banking and card details for any other purpose. The data is encrypted through the payment card industry data security standard PCI- DSS. On processing payments, our payment gateway adheres to the standards set by PCI- DSS as managed by the PCI security standards Council which is a joint effort of brands like visa, MasterCard, American Express. and Discover. PCI- DSS requirements help ensure the secure handling of credit card information by our application and it's service providers. If you want more Insight and Willing to read terms and conditions of RazorpayX, you may visit their official website. When you provide us with your personal information to complete a transaction, verify your credit card or place an order we imply that you consent to our collecting it and using for that specific reason only.

**Alerts:** We may alert you by email or phone (through SMS/call) to inform you about new service offerings or other information which we feel might be useful for you.

**Discussion Forums:** When you use certain features on our website/application like the discussion forums and you post or share your personal information such as comments, messages, files, photos, will be available to all users, and will be in the public domain. All such sharing of information is done at your own risk. Please keep in mind that if you disclose personal information in your profile or when posting on our forums this information may become publicly available.

**Security:** To protect your personal information, complete and reasonable precautions are taken by us to make sure our user's security is maintained and is not inappropriately lost, misused, accessed, disclosed altered or destroyed. To ensure our user account security we use 'login through password' type procedure to authenticate that no one else is accessing your account and nothing illegal activity is done under your name. The password again is set up by the individual account holder enabling maximum security possible.

**User communications:** When you send an email or other communication to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our Services.

**Terms of use (ToU):** Please read the Terms and the privacy policy of the Company ("Privacy Policy") with respect to registration with us, the use of the Application, Website, Services and products carefully before using the Application, Website, Services or products. In the event of any discrepancy between the Terms and any other policies with respect to the Application or Website or Services or products, the provisions of the Terms shall prevail. Your use/access/browsing of the Application or Website or the Services or products or registration (with or without payment/with or without subscription) through any means shall signify Your acceptance of the Terms and Your agreement to be legally bound by the same. If You do not agree with the Terms or the Privacy Policy, please do not use the Application or Website or avail the Services or products. Any access to our Services/Application/products through registrations/subscription is non-transferable and the amount is non-refundable at any circumstance.

a) Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are proprietary property of the Company ("Proprietary Information"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application or Website or Services shall be or products deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User. You may own the medium on which the information, content or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium. Certain contents on the Website may belong to

third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You are not permitted to use the same without the consent of the respective third party.

b) Your use of our products, Website, Application and Services is solely for Your personal and non-commercial use. Any use of the Application, Website, Services or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products and / or our Services shall be subjected to the following restrictions:

i) You may not decompile, reverse engineer, or disassemble the contents of the Application and / or our Website and/or Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or our Website and/or Services/products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or and / or our Website and/or Services/products.

ii) You will not (a) use this Application and / or our Website and/or any of our product/s or Service/s for commercial purposes of any kind, or (b) advertise or sell the Application or any products, Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application and / or Website/our products and Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.

iii) No User shall be permitted to perform any of the following prohibited activities while availing our Services:

- Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
- Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;

- Interfering with any other person's use or enjoyment of the Application/Website/Services;
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else,
- Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
- Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Application/services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;
- Access or use the Application/Website/Services/products in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;
- Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms;
- Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;
- Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or

engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;

- Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/Website/Services/products;
- Alter or modify any part of the Services;
- Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- Violate any of the terms specified under the Terms for the use of the Application /Website/Services/products.

c) In the preparation of the Application/Website/Services/products and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Company disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application. 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.

d) Our 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.

e) 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 imply 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.

f) Certain contents in the Application/Services/Website/products (in particular relating to assistance in preparations for administrative services) may contain opinions and views. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.

g) Some parts of the Services are interactive, and we encourage contributions by Users, which may or may not be subject to editorial control prior to being posted. The Company accepts no responsibility or liability for any material communicated by third parties in this way. The Company reserves the right at its sole discretion to remove, review, edit or delete any content. Similarly, We will not be responsible or liable for any content uploaded by Users directly on the Website, irrespective of whether We have certified any answer uploaded by the User. We would not be responsible to verify whether such questions/answers or contents placed by any User contain infringing materials or not.

h) The Company may, based on any form of access to the Application (including free download/trials) or Services or Website or registrations through any source whatsoever, contact the User through sms, email and call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case the User's mobile number is registered with Do not Call (DNC) database. By registering yourself, you agree to make your contact details available to Our employees, associates and partners so that you may be contacted for education information and promotions through telephone, SMS, email etc.

i) While the Company may, based on the User's confirmation, facilitate the demonstration of its products at the location sought by the User, the User acknowledges that he/she has not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that User has relied solely on the investigations, examinations and inspections as the User has chosen to make and that the Company has afforded the User the opportunity for full and complete investigations, examinations and inspections.

j) Upon registration through any means whatsoever, the Company may contact You through the registered mobile number or e-mail or any other mobile number or contact number or email provided by You to enable effective provision of Services. The User expressly permits the Company to contact him/her and the student utilising the Services, through the above mentioned means at any time post registration. -. Further, the Company shall have the right to monitor the download and usage of the Application/Services/products and the contents thereof by the User/student, to analyze such usage and discuss the same with the User/student to enable effective and efficient usage of the Services. The User expressly permits the Company to clear the doubts of the student using the Application/Services/online portal by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with the student and mentoring the student through telephone or e-mail on express consent of the legal guardian/parent of the User or through any other forum.

k) While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from User relating to the same

is most welcome and Company reserves the right and discretion to take any action in this regard.

l) Access to certain elements of the Services including doubt clearance, mentoring services etc may be subject to separate terms, conditions and fair usage policy. The Company reserves the right to determine the criteria for provision of various elements of Services to the different categories of Users based on its policies. Hence, subscription to the Application/products or registrations do not automatically entitle the User to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.

m) The Company's products and / or Services, including the Application and content, are compatible only with certain devices/tablets/instruments/hardware. The Company shall not be obligated to provide workable products or services for any instruments that are not recognized by the Company or those instruments that may be purchased from any third party which are not compatible with the Company's products and Services. The company reserves the right to upgrade the table/ type of compatible devices as required from time to time.

n) The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and / or software and/or instrument, including loss of data or effect on the processing speed, resulting from Your use of our products and Services.

o) In order to access the Services and to avail the use of the Application/products, you shall be required to register yourself with the Application/Services/products, and maintain an account with the Application/Services/products. You will be required to furnish certain information and details, including Your name, mobile number, e-mail address, grade/class/semester of the student, school/college name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application. With respect to the provision of information, the following may be noted: -

- It is Your sole responsibility to ensure that the account information provided by You is accurate, complete and latest.
- You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under Your account. You agree to (a) ensure that You successfully log out from Your account at the end of each session; and (b) immediately notify the Company of any unauthorized use of Your account. If there is reason to believe that there

is likely to be a breach of security or misuse of Your account, we may request You to change the password or we may suspend Your account without any liability to the Company, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from Your failure to comply with this provision.

- You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, the Company shall not be liable to You for any damages arising from Your inability to log into Your account and access the services of the Application at any time.

p) You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access of the Application/Website/Services;
- Your violation of any term of these Terms or any other policy of the Company;
- Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or
- Any claim that Your use of the Application/Website/Services has caused damage to a third party. This defence and indemnification obligation will survive these Terms.

q) In no event shall the Company, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.

r) In the event of Your breach of these Terms, you agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

s) Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose Your Account Information if required by any Governmental or legal authority. You

understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.

t) The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in Indore and You hereby accede to and accept the jurisdiction of such courts.

u) The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Company shall not be liable to You or any third party for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.

v) The amount of subscription given by the user for any definite period of time is non-refundable at any circumstance, whether the user want to discontinue our services.

**Disclaimer:** This website, the application and the services are provided on an "as is" basis with all faults and without any warranty of any kind. the company hereby disclaims all warranties and conditions with regard to the website, application/products and the services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness. performance, completeness, suitability and non-infringement. additionally, the company shall not be liable for any damages arising out of or in connection with the use or performance of this site, or the application or the services. your use of any information or materials on this website/application/services/product is entirely at your own risk, for which we shall not be liable. it shall be your own responsibility to ensure that services provided by us meet your specific requirements.

**Notice:** All notices served by the Company shall be provided via email to Your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to [support@pocketguru.in](mailto:support@pocketguru.in)

**Entire Agreement:** The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Company and You with respect to Your access to or use of the Application, Website and the Services thereof.

**Assignment:** You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking Your consent.

**Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

**Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

**Relationship:** You acknowledge that Your participation on the Application, does not make You an employee or agency or partnership or joint venture or franchise of the Company.

**Feedback:** Any feedback You provide with respect to the Application shall be deemed to be non-confidential. The Application shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that:

- Your feedback does not contain confidential or proprietary information of You or of third parties;
- the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback;
- the Application may have something similar to the feedback already under consideration or in development; and
- You are not entitled to any compensation or reimbursement of any kind from the Company for the feedback under any circumstances, unless specified.

Under no circumstances shall the Company be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.

**The Company provides these Terms so that You are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge**

**that, the Company has given You a reasonable opportunity to review these Terms and that You have agreed to them.**

**Customer Care:** We make all best endeavours to provide You with a pleasant experience. In the unlikely event that You face any issues, please contact us at [support@pocketguru.in](mailto:support@pocketguru.in)