

## Terms of Use

These Terms of Use (“**Terms**”) constitute a legally binding agreement between you and the Leadership Boulevard Private Limited (hereinafter referred to as the “**Lead School**” or “**Company**” or “**We**” or “**Us**”) and is branded under the name of Lead School, Lead, Pinnacle+ and Propel to all the pages on our sites and any features of them and any Platform, other areas which require registration. By accessing the site or service and/or by clicking "I agree", you agree to be bound by these Terms of Use, applicable Agreement and Privacy Policy (“**Master Terms**”). Capitalized terms which have been used here but are undefined shall have the same meaning as attributed to them in the Master Terms.

“**User**” or “**You**” means any person who access or avail this site or the enterprise resource planning solution or any web or mobile Platform (“**Platform**”) which is licensed to the Customer for management, operation and functioning of the School in a better way (“**Services**”) as agreed in the applicable Agreement.

If, for any reason, you do not agree to these Master Terms including applicable Agreement as communicated to you when you access the Platform or do not wish to be bound by them, please do not use the Platform in any way whatsoever. By using or accessing the Platform (whether with or without a subscription), you have expressly indicated to us that you have read, acknowledged and understood as well as fully agreed, to be bound by these Master Terms.

Lead School may add to or change or update these Master Terms, from time to time entirely at its own discretion. You are responsible for checking these Master Terms periodically to remain in compliance with these terms. Your use of Platform after any amendment to the Master Terms shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

Copyright in this mobile Platform is owned by Lead School or its licensors, except where otherwise indicated by a third party's proprietary notice. Images, trademarks and brands are also protected by intellectual property laws and shall not be reproduced or appropriated in any manner without written permission of their respective owners. This Platform uses cookies. Continuing to use this website gives consent to cookies being used. For more information, please refer to our Privacy Policy.

### **1. Acceptance of Terms,.**

- a. These Master Terms are in the form of an electronic and legally binding contract that establishes the terms and conditions you have accepted before using the Platform or any part thereof. These include our Master Terms as mentioned in these Terms, Privacy Policy, applicable Agreement agreed with Lead School as well as other specific policies and terms and conditions disclosed to you, in case you avail any subscription or any additional features, products or services we offer on or through the Platform, whether free or otherwise, including but not limited to terms governing features, billing, subscriptions, free trials, promotions and discounts. By using the Platform, you hereby unconditionally consent and accept to these Master Terms. To withdraw such consent, you must immediately cease using the Platform and terminate your account with us. You are requested to keep a physical copy of these Terms and all other referred policies herein for your records.
- b. You consent to have these Terms and all notices provided to you in electronic form.
- c. Every time you use the Platform, you confirm your agreement with these Master Terms and Other Policies.
- d. You are responsible for bringing these Terms to the attention of anyone who may access this Platform on your behalf.

### **2. Eligibility.**

You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize Platform, they shall do so only with the involvement & guidance of their parents and / or legal guardians, under such Parent / Legal guardian’s registered account.

### **3. Platform Account.**

- a. In order to use the Platform, you have the option of either creating your own login account details. For more information regarding the type/nature of the information we collect from you and how we use it, please refer to our Privacy Policy.
- b. The account details you provide to us must always be kept private and confidential and should not be disclosed to or permitted to be used by anyone else and you are solely responsible and liable for any and all usage and activity on the Platform that takes place under your account.
- c. By agreeing to these Terms, you grant us permission to send electronic communications to you as part of our offering. This includes but is not limited to sending emails, newsletters, notifications and promotional offers from us and our partners. Should you no longer wish to receive such electronic communications, you may write to us at [product.support@leadschool.in](mailto:product.support@leadschool.in) or [schoolsupport@leadschool.in](mailto:schoolsupport@leadschool.in).

- d. Any account you open with us is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other third party to access or use your account in any way whatsoever.

#### **4. Term and Termination.**

- a. These Terms will remain in full force and effect while you use the Platform or any part thereof, as a registered user.
- b. You may terminate or disable your Platform account at any time and for any reason by deleting your profile and Platform account.
- c. We may terminate or suspend, whether temporarily or permanently, your Platform account at any time without notice and for any reason. Further, at our sole discretion, we may terminate or suspend, whether temporarily or permanently, your Platform account at any time without notice if we reasonably believe that you have breached these Terms, or for any other reason, with or without cause. After your Platform account is terminated or suspended, all the terms hereof shall survive such termination or suspension, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.
- d. You acknowledge that we reserve the right to terminate or delete your account in case it remains 'inactive' for a duration as determined by us in our sole discretion. If we terminate or suspend your account because you have breached these Terms or Other Policies, you will not be entitled to any refund of unused subscription fees and for any fees towards any in-Platform purchases.
- e. Following the termination of these Terms, we will only retain and use your content in accordance with these Terms.

#### **5. Platform Usage.**

- a. The Platform is strictly available for your personal, educational and non-commercial use only.
- b. You are hereby strictly prohibited from and against:
  - i. undertaking any marketing, promotion, advertising or soliciting any other Platform user to buy or sell any products or services whether through the Platform or not;
  - ii. transmitting any chain letters, junk, bulk or spam e-mail or other unsolicited communications of any kind whatsoever to other Platform users or publishing the same on the Platform or anywhere else;
  - iii. defaming, stalking, harassing, abusing or contacting any Platform user with malicious intent or using the details of any Platform user for any purpose not expressly permitted under these Terms.
- c. It is hereby expressly clarified that any of the aforesaid acts undertaken by you shall be to your sole liability, responsibility, risk, and consequences and you hereby agree to indemnify us for the same.
- d. You agree to take all necessary precautions in all interactions with other Platform users when you communicate with them whether through the Platform or of the Platform or meet in person.

#### **6. Account Security.**

You shall be solely responsible and liable for maintaining the utmost privacy and confidentiality of your Platform log-in (username and password) details as well as for any and all activities that occur under your log-in. You agree to immediately notify us of any disclosure or unauthorized use of your log-in or any other breach of security at [product.support@leadschool.in](mailto:product.support@leadschool.in) and ensure that you log-out from your account at the end of each session.

#### **7. Proprietary Rights; Limited License**

- a. You confirm and agree that all information, materials, functions and other content contained on or available through this Platform is (unless otherwise stated) owned by and the copyrighted property of Leadership Boulevard Private Limited. All rights are reserved.
- b. You undertake not to post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way, and whether partly or fully, any (i) confidential or proprietary information, or (ii) copyrighted or copyrightable material, trademarks, service marks or other proprietary information accessible via the Platform without first obtaining our prior written consent.
- c. Other Platform users may upload/publish/post any copyrighted information, which may have copyright protection or not or which may be identified as copyright. You undertake not to copy, modify, publish, transmit, distribute, perform, display, commercially use/exploit, sell or use such information in any way and for any purpose whatsoever.
- d. By posting information or content to any profile pages or a public area of the Platform, or making it accessible to us by linking your account to any social network accounts (e.g. via Facebook, Twitter, Instagram etc.), you grant us unconditionally and in perpetuity, and represent and warrant that you have the right to grant to us, an irrevocable, perpetual, non-exclusive, fully-paid/royalty-free, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or

incorporate into other works, such information, and content, and to grant and authorize sub-licenses of the foregoing anywhere in the world. From time to time, we may modify, add or vary existing features or programs of the Platform or create, add, test or implement new features or programs on the Platform in which you may voluntarily choose to participate or maybe a part of a test group with special access, in accordance with the additional terms and conditions of such features or programs. By participating in such features or programs, you grant us an unconditional and perpetual right and consent to the terms and conditions (if any) of such features or programs which will be in addition to these Terms.

## **8. User Information.**

- a. For information about the collection and possible use of information and content provided by you, please review our Privacy Policy.
- b. It is hereby expressly agreed and understood by you that for exchanging personal contact information of yours with any other Platform user, you shall have the choice to opt into the exchange. Upon choosing to opt-in, you shall be solely responsible and liable for any and all risks and consequences thereof and you hereby agree to indemnify us for the same.
- c. Notwithstanding any other provisions of these Terms, we reserve the right to disclose any information that you submit to us if in our sole opinion, we reasonably believe that such disclosure is required to be disclosed (i) for complying with applicable laws, requests or orders from law enforcement agencies, appropriate authorities (such as without limitation, child protection agencies, court officials and the like) or for any legal process; (ii) for enforcing these Terms; (iii) for protecting or defending ours, any Platform user or any third party's rights or property; or (iv) for supporting any fraud/ legal investigation/ verification checks; or (v) in connection with a corporate transaction, including but not limited to the sale of our business, merger,
- d. consolidation, or in the unlikely event of bankruptcy. You acknowledge and understand the provisions of this Clause 8 and grant us an unconditional, perpetual right and permission to make such disclosure.
- e. By using the Platform, you hereby permit us to use the information you provide us, including your experiences to facilitate us to improve the Platform and its functionality as well as for promotional purposes, including the permission to publish your non-personal information in any of our partner websites.

## **9. Prohibited Activities.**

We reserve the right to investigate, suspend and/or terminate, whether temporarily or permanently, your Platform account with us if you undertake any of the following acts:

- i. breach these Master Terms;
- ii. abuse, impersonate or defame us or any Platform user or any other person, entity or any religious community;
- iii. use the Platform for any commercial use or activity, including for any unlawful activity, not expressly permitted as per these Master Terms;
- iv. make any statements, whether expressed or implied, and whether privately or publicly, as those endorsed by us without our specific prior written consent;
- v. use the Platform in an illegal manner or commit an illegal or unlawful act or use the Platform in any manner not expressly authorized by us;
- vi. undertake, ask, solicit or use Platform users to conceal the identity, source, or destination of any illegally gained money, services or products;
- vii. solicit sex or make any money related requests to any Platform user;
- viii. use any robot, spider, tool, site search/retrieval Platform, or other manual or automatic device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Platform;
- ix. use any robot, spider, tool, site search/retrieval Platform, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform;
- x. send any unsolicited email or any other communication to any Platform user in any way whatsoever not expressly permitted under these Terms;
- xi. undertake any unauthorized framing of or linking to the Platform or any part of the Platform, without our prior written authorization;
- xii. interfere with, obstruct, destroy or disrupt the Platform or the servers or networks connected to the Platform, whether partly or fully and whether permanently or temporarily;
- xiii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Platform (either directly or indirectly through use of any third party software);
- xiv. use meta tags, code, programs or other devices, tools or technology containing any reference to us or the

Platform (or any trademark, trade name, service mark, logo or slogan of ours) to direct any person to any other Platform or Platform for any purpose;

- xv. directly or indirectly modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform; or
- xvi. post, use, transmit or distribute, directly or indirectly, in any manner or media any content (whether textual, graphical, images, audio, video, audio-video or any combination thereof) or information obtained from the Platform other than solely in connection with your use of the Platform in accordance with these Terms.

We reserve the right, in our sole discretion, to investigate and take any legal action against anyone who violates this Clause including deleting or removing the offending Content from the Platform and/or terminating or suspending the Platform account of such violating user. Whilst we reserve our right to delete or remove such Content, we do not guarantee that such offensive Content will be removed or deleted. Failure by us to remove or delete such Content does not waive our right to remove or delete the same in subsequent or similar cases.

Your use of the Platform, including all Content you publish, must comply with all applicable laws and regulations. You agree that we may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to (i) comply with applicable laws, requests or orders from law enforcement agencies, appropriate authorities (such as without limitation, child protection agencies, court officials, expert professional investigative agencies and the like) or for any legal process or proceeding; (ii) protect or defend ours, other Platform users or any third party's rights or property; (iii) enforce these Master Terms; (iii) in support of any fraud/ legal investigation/ verification checks; (iv) respond to your requests for customer service or allow you to use the Platform in the future; or (v) safeguard a party who may be a victim of any abuse in any form.

We assume no responsibility or liability for any deletion of or failure to store any of your Content.

The Platform may include features which may permit students/teachers to chat and exchange files with each other. While availing any such feature, you expressly agree as under:

- i. you shall always use respectful and polite language;
- ii. you shall not use any abusive, foul, derogatory, improper or obscene language;
- iii. any questions to be asked shall be around subject doubts only;
- iv. no personal comments shall be made, including any comments on gender, religion, or appearance of students/teachers; and
- v. any files/attachments, including video/audio files, should not have any obscene or explicit content and should be virus-free

You further expressly acknowledge that exchange of any of such chats/files shall be done solely at sole risk and account and we shall not be liable or responsible for the same in any manner whatsoever. We however retain our discretion and right to remove/delete any such chats/files that we find inappropriate or in violation of any of these Terms. You hereby indemnify us for breach of this Clause.

## **10. Content Posted by You**

You are solely responsible for any and all content or information that you post, upload, share, publish, link to, transmit, record, display or otherwise make available (hereinafter collectively referred to as publish on the Platform or transmit to other Platform users, including text messages, chat, audio, video, photographs, images, graphics or any combination thereof, whether publicly published or privately transmitted (hereinafter collectively referred to as “**Content**” ).

We do not verify or validate the completeness, accuracy or truth of any Content you publish on or through the Platform. We are not the publisher of the Content and only provide you with a technology platform to facilitate you to publish such Content. Further, we are merely acting as an intermediary as per the Information Technology Act, 2000 and rules (Information Technology (Intermediaries Guidelines) Rules, 2011) made thereunder and as may be amended from time to time as regards such Content. We assume no responsibility or liability of any sort whatsoever for providing a technology platform to our Platform users to facilitate them to publish their Content. To protect the integrity of the Platform, we reserve the right to exercise editorial control over your Content, including the right to block any Platform user from accessing the Platform, whether temporarily or permanently.

You shall not publish to us or to any other Platform user (either on or off the Platform), any offensive, inaccurate, incomplete, inappropriate, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material or content that infringes or violates ours or any person's rights (including intellectual property rights, and

rights of privacy and publicity).

You represent and warrant that (i) all information and Content that you submit upon creation of your Platform account, including information submitted from any permissible linked third party account, is accurate, complete and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false and (ii) you have the right to publish the Content on the Platform and grant the licenses as agreed in these Terms.

## **11. Modifications to the Platform.**

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform. Any access or usage by you of the Platform shall imply that you have accepted any new or modified Terms. Please re-visit these Terms from time to time to stay abreast of any changes that we may introduce.

## **12. Disclaimer of Warranty.**

- a. Our Platform provides access to educational content and related materials. Granting of access to the Platform is not an endorsement or a substitution to the curriculum-based education provided by the educational schools and institutions but is intended to supplement the same in a manner enabling ease of understanding. Subscription or usage of the Platform does not in any manner guarantee admission to any educational school or institution or the passing of any exams or achievement of any specified percentage of marks or grade in any examinations. There are various means of delivering curriculum pedagogy and inclusion of any specific methods in the Platform does not imply endorsement of any particular method nor any exclusion implies its disapproval.
- b. To the maximum extent permitted by applicable law, we have provided the Platform on an "AS IS" and "AS AVAILABLE" and BEST EFFORTS basis and grant no warranties of any kind, whether express, implied, direct, indirect statutory or otherwise with respect to the Platform or any part thereof (including all content contained therein), including any implied warranties of correctness, validity, accuracy, completeness, appropriateness, fitness, compatibility for a particular purpose or outcome or non-infringement. We do not warrant that the use of the Platform will always be secured, uninterrupted, available, error-free or will meet your requirements or expectations, or that any defects in the Platform will be corrected or result in the desired results. We disclaim liability for, and no warranty is made with respect to, the connectivity and availability of the Platform at all times and the results of the use of the Platform.
- c. While we have made efforts to train our personnel, we make no warranty or representation, whether express or implied, regarding the quality and competence of such personnel and would not be responsible for any behavior of any such personnel. Any feedback from your end relating to the same should be sent to us at [product.support@leadschool.in](mailto:product.support@leadschool.in) and we reserve our right and discretion to take any action in this regard.
- d. Opinions, advice, statements, offers, or other information or content made available through the Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such Content. We do not (i) guarantee the accuracy, completeness or usefulness of any information provided on the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party other than us.
- e. From time to time, we may offer new features or tools which our Platform users may experiment with or experience. Such features or tools are offered solely for experimental purposes and without any warranty of any kind and may be modified or discontinued at our sole discretion. The provisions of this Disclaimer of Warranty section shall apply with full force to such features and tools.
- f. The Platform may be compatible only with certain devices/systems/hardware. We shall not be liable if you are unable to access the Platform if your device/system/hardware is incompatible. We reserve our right to upgrade our systems/hardware and type of compatible devices as may be required from time to time.
- g. We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of the Platform.

## **13. Limitation of Liability**

- a. To the maximum extent permitted by applicable law, in no event will we be liable for any incidental, special, consequential or indirect damages arising out of or relating to the use or inability to use the Platform, result of using the Platform including, without limitation, damages for a recommendation of the Platform, outcome of verification checks, loss or corruption of data or programs, service interruptions and procurement of substitute

services, even if we know or have been advised of the possibility of such damages. To the maximum extent permitted by applicable law, under no circumstances will we be liable for any liquidated or punitive damages.

- b. To the maximum extent permitted by applicable law, in no event will we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, liquidated, punitive arising out of or relating to recommendation of the Platform, the conduct of any Platform user or anyone else in connection with the use of the Platform, including without limitation, death, bodily injury, harassment, emotional distress, financial loss and/or any other damages resulting from communications or meetings with other users of the Platform or as a result of using the Platform.

#### 14. Indemnification.

You agree to indemnify, defend and hold us harmless, as well as our partner websites and affiliates, from and against any and all losses, claims, costs, liabilities and expenses (including reasonable attorney fees) relating to or arising out of your use of the Platform, including but not limited to (i) any violation by you of these Terms, or (ii) any action arising from the Content that you publish on the Platform or using the Platform that infringes any proprietary or intellectual property rights (e.g. copyright, trade secrets, trademark or patent) of any third party, or (iii) any content or communication that denigrates, libels or invades the privacy right of any third party. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will co-operate fully in asserting any available defenses in such case.

#### 15. Caution.

- a. We may check user profiles strictly for verifying the accuracy of profile information and any unsuitable, objectionable or inappropriate content. However, we may not be able to verify the identity of all Platform users or the accuracy of their content, nor can we guarantee that we will be able to identify all unsuitable, objectionable or inappropriate content. Please do not take any user content as fully accurate and/or complete.
- b. We will not be liable or responsible for any false and misleading content and information was given by any Platform user. If you have any concerns over any Platform use or any content published on the Platform, please write to us at [product.support@leadschool.in](mailto:product.support@leadschool.in) with the details thereof
- c. You hereby acknowledge and agree that you shall ensure that at all times your interaction with other Platform users will always be lawful and appropriate and that you alone shall be responsible for all consequences thereof.

#### 16. Miscellaneous.

- a. **Entire Agreement:** These Terms constitutes the entire agreement between you and us regarding the subject matter hereof and replaces and supersedes any and all prior agreements/ understandings/ correspondences, whether written or oral, between you and us.
- b. **Amendment:** We reserve the right to amend these Terms from time to time. Any such amendments will be applicable to all persons viewing/accessing/using the Platform once the revisions have been posted onto the same. You should, therefore, check the Platform from time to time to review the current Terms as applicable to you.
- c. **Survival:** Termination or suspension of your Platform account shall not affect those provisions hereof that by their nature are intended to survive such termination or suspension.
- d. **Governing Law and Jurisdiction:** These Terms shall be governed and construed in accordance with the laws of India in relation to any legal action or proceeding to enforce the same. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Mumbai and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- e. **No Assignment:** These Terms are personal to you. You cannot assign your rights or obligations, whether partly or fully, to anyone.
- f. **Severability:** If any provisions of these Terms are held invalid or unenforceable under applicable law, such provision will be inapplicable, but the remainder will continue in full force and effect.
- g. **Waiver:** No waiver of any term, provision or condition of these Terms whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of these Terms.

#### 17. Events Beyond our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks. The acts, decrees, legislation, regulations or restrictions of any government e.g. Lockdown announced by the Government in COVID-19 or any such pandemic

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **18. Contacting Us.**

Any feedback you provide to us with respect to the Application and our products/services shall be deemed to be non-confidential and we shall be entitled to use the same on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yours or of third parties; and (ii) we are not under any obligation of confidentiality with respect to your feedback.

You have the right to nominate any other individual in the event of death or in case of any incapacity of the Customer, exercise the rights of the Customer in accordance with the provisions of this Act and the rules made thereunder. For any grievance, complaints or to update your personal information or to withdraw the consent you may contact to our Grievance Officer.

Please contact our Grievance Officer on [schoolsupport@leadschool.in](mailto:schoolsupport@leadschool.in) or [help@leadschool.in](mailto:help@leadschool.in) or call on 8682833333 for a copy of this Privacy policy or for any questions or comments regarding this Privacy Policy.

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