

# The National Read Aloud Challenge

## Challenge Terms Addendum

Fonetti (a subsidiary of **Auris Tech Limited**) (“**Auris Tech**,” “**the Company**”, “**we**”, “**our**”, “**us**”) is registered in England and our registered address is at 2a The Quadrant, Epsom, Surrey, England, KT17 4RH, along with STEM Research & Innovation LLP has organised a challenge “The India reading Challenge” for the early communication development and literacy of the kids between the age group of 5-11 years. The role of Fonetti is only to provide support to STEM Research & Innovation to support the Challenge for the kids by providing access to the platform.

Neither Fonetti, nor its subsidiaries shall be held liable for any disputes that may arise pertaining and limited to the challenge namely “The India reading Challenge”. STEM Research & Innovation LLP a leading company in the field of STEM education (along with its subsidiaries, the “**Company**”, “**us**”, “**we**”, or “**our**”) having its registered office at 4D/62, Old Rajinder Nagar New Delhi 110060 adheres to ethical standards in gathering, using, and safeguarding any information you provide through (a) use of our website [www.readingaloudchallenge.in](http://www.readingaloudchallenge.in) (“**Website**”), the application (“**Application**”) or any products or services in connection with the Application, Website or other services / products / challenges (“**Services**”) or (b) through the prescribed modes of registrations or usage of products, i.e. exclusively through tablets.

This privacy policy (“**Privacy Policy**”) and the Terms & Conditions (“**Terms**”) set out below shall be treated as an ‘**Addendum**’ to the “**Terms and Conditions**” of **Fonetti**. It shall be presumed that you have agreed to the terms and conditions of Fonetti before agreeing to the following terms that governs your use of the Application / Websites / Services with respect to “The India reading Challenge”. Please note the following for the purposes of the Privacy Policy and the Terms:

- a. References to “**you**”, “**your**” and “**yourself**” refer to any natural person aged 18 years or above who is a permanent resident of India and residing in India and who is “competent / capable” of contracting within the meaning of the Indian Contract Act, 1872, and refers to: (i) the student utilising our Services and is the registered user on record; or (ii) is the registered user on record but facilitates the use of our Applications / Websites / Services through their account for a minor student (i.e. a natural person below the age of 18 years) of which such user is the parent / legal guardian (“**Minor Student**”). You acknowledge that the Company does not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be the sole responsibility of the Guardian to ensure all the required qualifications are met with. Any persons under the age of 18 years should seek the consent of their parents / legal guardians before providing any information about themselves or their parents and other family members and before accessing or using the Applications / Websites / Services.
- b. In case you facilitate the use of our Application / Website / Services for a Minor Student, you agree and acknowledge that such use will be undertaken pursuant to your knowledge and supervision of the same. In other words, where applicable, in the event a Minor Student utilizes the Application / Website / Services, it is assumed that such Minor Student has obtained your consent i.e., the consent of the parent / legal guardian.

- c. You agree and acknowledge that you shall provide consent on behalf of a Minor Student, as applicable. Such consent is also deemed to be provided through your registration with us for use of the Application / Website / Services by the Minor Student.
- d. The Company reserves the right to terminate your subscription and / or refuse to provide you with access to the Application / Website / Services if it is discovered that you are under the age of 18 years and the consent to use the Application / Website / Services is not made by your parent / legal guardian or any information provided by you is inaccurate.

In all cases, you agree that no separate act is required to make the Privacy Policy or the Terms binding on you, and that your / the Minor Student's act of visiting / accessing / using any part of the Application / Website / Services constitutes your full and final acceptance of this Privacy Policy and the Terms. You agree and acknowledge to be bound by and liable under this Privacy Policy and the Terms, as the student yourself or for facilitating use of our Application/Website/Services through your account for the Minor Student as the parent/legal guardian, as applicable.

## **PRIVACY POLICY**

Please read this Privacy Policy carefully before using the Company's Application / Website / Services. Your use of the Application / Website / Services, or registrations with us through the prescribed mode or usage of any products i.e. through tablets, shall signify your acceptance of this Privacy Policy and your agreement and acknowledgment to be legally bound by the same. If you do not agree with the terms of this Privacy Policy, do not use any of our Application / Website / Services and contact us to close any account you may have created.

### **User Provided Information**

We obtain the information you provide when you download and register for any of the Applications / Website / Challenges / Services. When you register with us, you generally provide (a) your name, age, email address, location, phone number, password and educational interests, your photograph(s), photograph(s) of the Minor Student.; (b) transaction - related information, such as when you make purchases, respond to any offers, or download or use applications from us; (c) information provided to us when you / the Minor Student contacts us for help; (d) information you / the Minor Student enters into our system when using the Applications / Websites / Services, such as while asking doubts, participating in discussions and taking tests / challenges. The said information collected could be categorized as "Personal Information", "Sensitive Personal Information" and "Associated Information". Personal Information and Sensitive Personal Information (each as individually defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Data Protection Rules") and Associated Information shall collectively be referred to as 'Information' in this Privacy Policy.

We may use the Information to contact you from time to time, to provide you / the Minor Student with the Application / Website / Services, important information, required notices and marketing promotions. We will ask you when we need more information that personally identifies you / the Minor Student or allows us to contact you.

We will not differentiate between who is using the device to access the Applications / Websites / Services, so long as the log in / access credentials match with yours. In order to make the best

use of the Application / Website / Services and enable your Information or Information of the Minor Student to be captured accurately through the Application / Website / Services, it is essential that you / the Minor Student has logged in using your own credentials. Please note however, and as mentioned earlier, you agree and acknowledge that the use of our Application / Website / Services by the Minor Student will be facilitated through your account and is undertaken pursuant to your consent and exclusively under your supervision.

We will, at all times, provide the option to you to not provide the Personal Information or Sensitive Personal Information, which we seek from you / the Minor Student.

### **Automatically Collected data / Information**

In addition, the Application / Website / Services may collect certain information automatically, including, but not limited to, the voice recordings of the student participating in the contests, the type of mobile device you / the Minor Student uses, such mobile device's unique device ID, the IP address of such mobile device, the operating system of such device, the type of mobile Internet browsers used, and information about the way the Application / Website / Services are used. As is true of most mobile applications, we also collect other relevant information as per the permissions that are provided by the student / parent / legal guardian. These voice recordings are retained and stored by Fonetti at England, U.K. (United Kingdom).

We use a separate payment gateway to bill you for the use of our Application / Services, as applicable. These Personal Information / Sensitive Personal Information are not retained, shared, stored or used for any other purpose.

### **Use of your Personal Information**

We use the collected Information to analyse trends, to conduct research, to administer the Application / Website / Services, to learn about each user's learning patterns and movements around the Application / Website / Services and to gather demographic information and usage behaviour about our user base as a whole. Aggregated and individual, anonymized and non-anonymized data may periodically be transmitted to external service providers to help us improve the Application / Website / Services. We may also use your / the Minor Student's photograph(s) for publicity and advertising purposes, as further mentioned in this Privacy Policy.

The Company will occasionally send email notices, messages or contact you to communicate about our Services and benefits, as they are considered an essential part of the Services you have chosen.

We may disclose Information:

- as required by law, such as to comply with a subpoena, or similar legal process;
- to enforce this Privacy Policy, the Terms and applicable ToU, including investigation of potential violations thereof;
- when we believe in good faith that disclosure is necessary to protect our rights, protect your / the Minor Student's safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;
- with our trusted service 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 Privacy Policy;

- to protect against imminent harm to the rights, property or safety of the Application / Website / Services or the Company 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 for a better user experience and to perform behavioural analysis;
- to third parties, for publicity or advertising purposes, through any and all media or distribution methods (now known or later developed) and to associate this photograph(s) with you/the Minor Student, as the case may be.

### **Access to your Personal Information**

We will provide you with the means to access, review and ensure that your/the Minor Student's Personal Information is correct and current. If you have filled out a user profile, we will provide an obvious way for you to access and change your profile from our Application/Website/Services. We adopt reasonable security measures to protect your password from being exposed or disclosed to anyone.

### **Cookies**

We send cookies (small files containing a string of characters) to the device used to access / use our Application / Website / Services, thereby uniquely identifying your browser. Cookies are used to track your / the Minor Student's preferences, help faster login, and aggregated to determine user trends. This data is used to improve our offerings, such as providing more content in areas of greater interest to a majority of users.

Most browsers are initially set up to accept cookies, but you can reset the browser to refuse all cookies or to indicate when a cookie is being sent. Some of our features and services may not function properly if these cookies are disabled.

### **Alerts**

We may alert you by email or phone (through SMS/call) registered with your account, to inform you about new service offerings of the Company or other information which we feel might be useful for you, through the Company.

### **Security**

We are concerned about safeguarding the confidentiality of your/the Minor Student's Information. We provide physical, electronic, and procedural safeguards to protect Information we process and maintain. For example, we limit access to this Information to authorized employees only who need to know that information in order to operate, develop or improve our Application/Website/Services. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

### **How Long Do We Retain User Data?**

Currently, we plan to retain user data indefinitely. We may alter this practice according to legal and business requirements. For example, we may alter the retention period for some data if

needed to comply with law or voluntary codes of conduct. Unless otherwise prohibited, we may shorten the retention period for some types of data if needed to free up storage space. For any assistance regarding the removal of the Voice recordings data retained by Fonetti, you can contact with us at [support@fonetti.com](mailto:support@fonetti.com).

### **Log information**

When you / the Minor Student accesses our Website, our servers automatically record information that browser sends whenever you/the Minor Student's visit a website. These server logs may include information such as your web request, internet protocol address, browser type, browser language, the date and time of the request and one or more cookies that may uniquely identify your browser.

### **User communications**

When you / the Minor Student sends an email or other communication to us, we may retain those communications in order to process the inquiries, respond to requests and improve our Services. Any communication undertaken by a Minor Student will deemed to have been done pursuant to your consent and supervision, as applicable.

### **Changes to this Statement**

As the Company evolves, our Privacy Policy will need to evolve as well to cover new situations. Any changes to this Privacy Policy will be posted on the Website/our Services and will become effective as of the date of posting. You are advised to review this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

### **Your Consent**

We believe that you should be in a position to provide informed consent prior to providing any Information required for the use of the Application/Website/Services. By registering with us, you are expressly consenting (for yourself or on behalf of the Minor Student, as applicable) to our collection, processing, storing, disclosing and handling of your/the Minor Student's Information, as applicable, as set forth in this Privacy Policy now and as amended by us. Processing, your/the Minor Student's Information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in India. If you/the Minor Student reside outside India, the Information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

### **Terms & Conditions**

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 thereunder, as amended from time to time.

Please carefully read the Terms and the Privacy Policy (set out above) with respect to registration with us and before the use of the Application/Website/Services. In the event of any discrepancy between the Terms and any other policies with respect to the Application/Website/Services, the provisions of the Terms shall prevail.

Your use / access / browsing of the Application / Website / Services (with or without payment/with or without subscription) through any means shall signify your acceptance of the Terms and your agreement and acknowledgement to be legally bound by the same.

If you do not agree with the Terms or the Policy, please do not use the Application or Website or avail the Services. Any access to our Website / Services / Application through registrations / subscription is non-transferable.

- 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 / Website / Services shall be 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 you / the Minor Student. 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 / the Minor Student are not permitted to use the same without the consent of the respective third party.
- There shall be an administrative fee of Rs. 100.00 (Rupees One Hundred Only) for the registration to the Application / Challenges / Services, which is non-refundable under any circumstances.
- The challenges provided in the Application/ Website / services are solely for the personal development of the child and does not contain any prize money for the winners of the contests. It shall be noted that any stars or reward points provided during the challenges shall not be substituted with any monetary rewards and the rewards can only be redeemed for extended subscription and similar non-monetary benefits.
- By submitting content on or through the Application/Website/Services ("Material"), you (for yourself or on behalf of a Minor Student, as applicable) grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Material in any and all media or distribution methods (now known or later developed) and to associate the Material with you/the Minor Student, as applicable, except as described below. You agree that others may use the Material in the same way as any other content available through the Services. Other users of the Services may fork, tweak and repurpose the Material in accordance with these Terms. If you delete your user account, the Material and your/the Minor Student's name may remain available through the Services
- Our Application/Website/Services provide users with access to compiled educational information and voice-supported quests and challenges wherein the minor student will be assisted by the voice recognition support in order to help the child with the proper pronunciation of the words while reading. Such information is provided on an 'as is'

basis and we assume no liability for the accuracy or completeness or use or non-obsolence of such information. We shall not be liable to update or ensure continuity of such information contained on the Application / Website / Services. We would not be responsible for any errors, which might appear in the application or with such information or for any unavailability of such information.

- The contents and difficulty of the Application / Contests / Services are developed on the basis of the age group of the student and the general level of understanding for the students of that particular age group. The usage of the Application / Website / Services is not endorsed as a substitution to the curriculum based education provided by the educational institutions but is intended to supplement the same by assisting in a manner enabling easy understanding. Subscription to the Application or usage of our Services / Application does not in any manner guarantee admission to any educational institutions on the basis of such skills acquired through our Application / Challenges or passing of any exams or achievements in any examinations.
- Certain contents in the Application / Challenges / Services (in particular relating to assistance in pronunciation of words and sentences) 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.
- Some parts of the Application/Website/Services are interactive, and we encourage contributions by users, which may or may not be subject to editorial control. The Company accepts no responsibility or liability for any material and reserves the right at its sole discretion to remove, review, edit or delete any content.
- The Company may, based on any form of access to the Application / Website / Services, contact you through SMS, email and call, to give information about their offerings and products as well as notifications on various important updates and/or to seek permission for demonstration of its products. You expressly grant such permission to contact you through telephone, SMS, e-mail and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case your 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, affiliates and partners so that you may be contacted for education information, offerings and promotions through telephone, SMS, email etc.
- While the Company may, based on the your confirmation, facilitate the demonstration of its products sought by you, you acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or conditions of the products and that you have relied solely on the investigations, examinations and inspections you have chosen to make and that the Company has afforded you the opportunity for full and complete investigations, examinations and inspections.
- 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 the Application/Website/Services. You expressly permit the Company to contact you, 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 / Website / Services and the contents thereof by you / the Minor Student, to analyze such usage and discuss the same with you / the Minor Student to enable effective and efficient usage of the Application/Website/Services. You expressly permit the Company to clear your/the Minor Student's doubts by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with

you/the Minor Student and mentoring you/the Minor Student through telephone or e-mail or through any other forum.

- Company may ask for your/the Minor Student's photograph(s), at the time of registration or at any other time. By submitting such photograph(s) you grant us, including on behalf of the Minor Student, where applicable, a worldwide, irrevocable, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such photograph, for purposes of publicity or advertisement based on your/ the student's performance in any national/international competition, in any and all media or distribution methods (now known or later developed) and to associate the photograph(s) with you/the Minor Student, as the case may be. No license fee shall be paid by Company to you/the Minor Student for this purpose.
- 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 you/the Minor Student relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard. You expressly provide consent to the Company and our personnel to interact with the Minor Student, where required.
- The Company's Application / Website / Services, including the content contained therein, are compatible only and exclusively with tablets. The Company shall not be obligated to provide workable products and / 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 Application / Website / Services. The company shall not be liable for any errors shown in the tablet due to which the Application may not function. The Company reserves the right to upgrade the table / type of compatible devices as required from time to time.
- The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and / or software and / or instrument / device, including loss of data or effect on the processing speed, resulting from your/the Minor Student's use of our Application / Website / Services.
- In order to access the Services and to avail the use of the Application/Website/Services, you shall be required to register yourself with the Application/Website/Services, and maintain an account with the Application/Website/Services. You will be required to furnish certain information and details, including name, mobile number, e-mail address, residential address, grade/class, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application/Website/Services. With respect to the provision of information, the following may be noted:-
- It is your sole responsibility to ensure that the account information provided 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/the Minor Student successfully log out from the 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 any failure to comply with this provision.

- You acknowledge that your/the Minor Student's ability to use the account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application/ Website/Services at all times. In addition to the disclaimers set forth in the Terms, the Company shall not be liable for any damages arising from your/the Minor Student's inability to log into the account and access the Application/Website/Services at any time.
- 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: (i) your/the Minor Student's use of and access of the Application/Website/Services; (ii) your/the Minor Student's violation of any term of these Terms or any other policy of the Company; (iii) your/the Minor Student's violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your/the Minor Student's use of the Application/Website/Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.
- 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/Website/Services.
- In the event of your/the Minor Student's 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.
- Any violation by you/the Minor Student of the Privacy Policy or of these Terms, may result in immediate suspension or termination of your account 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.
- The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles and in the eventuality of any dispute or difference (including in the eventuality of violation of the Terms by any party) should arise on any matter relating to or arising out of the Terms, the same shall be referred to the arbitration exclusively at Delhi, within 60 days of either party notifying the other party of such dispute, for adjudication under the provisions of Arbitration & Conciliation Act, 1996. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language. If such appointed sole arbitrator is unable to continue with such arbitral proceedings for any reason whatsoever, a new sole arbitrator shall be appointed by mutual consent of the parties who shall continue with the arbitral proceedings from the stage where the proceedings were left by his

predecessor. Parties mutually agree that the fee payable to the arbitrator for adjudicating the dispute between the parties arising out of this agreement shall be subject to a maximum limit of INR 10,000/- per case. Each party shall be liable to pay arbitration fees equally subject to a maximum limit of INR 5,000/- per case. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts / tribunals located at Delhi and you hereby accede to and accept the jurisdiction of such courts and / or tribunals.

- The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application/Website/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 / Website / Services. 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.
- **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 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 THE WEBSITE, OR THE APPLICATION OR THE SERVICES. YOUR USE OF ANY INFORMATION OR MATERIALS ON THE WEBSITE/APPLICATION/SERVICES 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.**

#### **General Provisions:**

- **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 *hello@indiareadingchallenge.com*
- **Entire Agreement:** The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application / Website / Services 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.
- Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these terms, for any failure or delay in fulfilling or performing any term of these terms, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law or any changes and modification in the government regulations which may affect the performance of the performance beyond the reasonable control ; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities and (j) broadband failure or other similar failures that are beyond their reasonable control of the company. The Impacted Party shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.
- 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.
- The Company provides these Terms so that you are aware of the terms that apply to your / the Minor Student's 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 Support:**

We make all best endeavors to provide you with a pleasant experience. In the unlikely event that you/the Minor Student faces any issues in respect of the Application/Website/Services, please contact us at [support@readingaloudchallenge.in](mailto:support@readingaloudchallenge.in)