

Welcome to BW HUB !

These Terms & Conditions (“**Terms**”) of (a) use of our website www.bwhub.co.in (“**Website**”), our applications (“**Application**”) or any products or services in connection with the Application/, Website/products (“**Services**”) or (b) any modes of registrations or usage of products, including through SD cards, tablets or other storage/transmitting device are between BRAINWEAVE EDU PRIVATE LIMITED (“**Company/We/Us/Our**”) and its users (“**User/You/Your**”).

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time.

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.

1. 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.
2. 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:
 - a. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
 - c. 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;
 - d. Interfering with any other person's use or enjoyment of the Application/Website/Services;
 - e. 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;
 - f. 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;
 - g. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - h. 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;
 - i. 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;
 - j. 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;
 - k. Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain

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.

6. 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 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.
7. Certain contents in the Application/Services/Website/products (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.
8. 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.
9. 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, WhatsApp 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, WhatsApp 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, WhatsApp etc.
10. 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.

11. 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 utilizing 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.
12. 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 behavior 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.
13. 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.
14. The company may conduct competitions from time to time and you agree to allow the company to use the submissions by you including but not limited to videos, written content, craft work etc. for promotional purposes. All rights will be reserved by the company for usage of such submissions by you. You additionally permit the company to use every kind of information submitted by you like photos, videos etc. for promotional campaigns as it so pleases, and you will cease to have any rights on the same once your submissions are made to the company.
15. 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 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 products and Services. The company reserves the right to upgrade the table/ type of compatible devices as required from time to time.
16. 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.
17. You must specify the address to which the shipment has to be made at the time of purchase. All product(s) shall be delivered directly to the address as specified at the point of ordering and You cannot, under any circumstances whatsoever, change the address after the order is

processed. In case of any change in the address, you need to specify the same to us in writing well in advance to the shipping date. Any inconsistencies in name or address will result in non-delivery of the product(s).

18. (a) For return of product(s) damaged at the time of delivery, the shipping charges shall be borne by the Company. However, for return any of the product(s) for any other reasons, it shall be the responsibility of the User to arrange for the return of such cancelled product(s) and the shipping charges shall be borne by such User. (b) We request You not to accept any product package that seems to be tampered with, opened or damaged at the time of delivery. The products must be returned in the same condition as delivered by the Company. Any products returned showing signs of any use or damage in any manner shall not be accepted for return. (c) All requests for return of products must be placed within 15 (fifteen) days from the date of delivery. Please note that no refunds shall be claimed or will be entertained post 15 (fifteen) days from the date of delivery.
19. You acknowledge that the Company is not the manufacturer of the instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging and the Company shall not be in any manner responsible for the same. The Company does not provide any guarantee or warranty relating to the instrument/medium/hardware
20. In order to encourage Customer Retention and Loyalty, BW HUB encourages its Customers, Fintech Partners and other stakeholders to refer customers to buy BW HUB Products & Services. Company at its option can pay referral bonus subject to applicable laws. Since this is an optional selective policy of the Company, the decision of the Company is final and the same cannot be either disputed or challenged. It should be noted with abundant caution that no Customer, Fintech Partner or other stake holder shall do business with the Company in anticipation of such Bonus. Company shall not be held responsible if some Customer has done business with the objective of getting referral bonus as Bonus paid by the Company is purely dependent on its own discretion based on internal parameters and various demographic and economic factors. 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 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 always guarantee accessibility to the Application . 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.
21. Persons who are “competent/capable” of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Application and all Our products or Services.

Persons who are minors, un-discharged insolvents etc. are not eligible to register for Our products or Services. As a minor if You wish to use Our products or Services, such use shall be made available to You by Your legal guardian or parents, who has agreed to these Terms. In the event a minor utilizes the Application/Website/Services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application or any of Our products or Services that may occur by virtue of any person including a minor registering for the Services/products provided. By using the products or Services You warrant that all the data provided by You is accurate and complete and that student using the Application has obtained the consent of parent/legal guardian (in case of minors). The Company reserves the right to terminate Your subscription and / or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your parent/legal guardian or any information provided by You is inaccurate. You acknowledge that the Company does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any Information about themselves or their parents and other family members on the Application.

22. 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 use of and access of the Application/Website/Services; (ii) Your violation of any term of these Terms or any other policy of the Company; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your use of the Application/Website/Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.
23. 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.
24. 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.
25. 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.
26. 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 Bangalore and You hereby accede to and accept the jurisdiction of such courts.

27. 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.
28. **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/PRODUCTS 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.

29. **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 *brainweave.info@gmail.com*.
- **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.

- 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.

30. 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 (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Application may have something similar to the feedback already under consideration or in development; and (iv) 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.

31. Customer Care:

We make all best endeavors to provide You with a pleasant experience. In the unlikely event that You face any issues, please contact us at brainweave.info@gmail.com.