



**INCHINCLOSER**<sup>®</sup>  
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# Terms and Conditions of Service

– Effective on 1<sup>st</sup> June 2022

## 1. General

*These Terms & Conditions (“Terms”) of (a) use of our website [www.inchincloser.com](http://www.inchincloser.com) (“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 Inchin Closer (“Inchin Closer/We/Us/Our”) and its users (“User/You/Your”).*

The Inchin Closer website (“website”) and related services (the “service”) are operated by Inchin Closer. Access and use of the website and/or Service (hereinafter together referred to as the ‘Services’) is subject to the following Terms and Conditions (“Terms and Conditions”). Inchin Closer may amend, update or change these Terms and Conditions. If we do this, we will post a notice that we have made changes to these Terms and Conditions on the Website for at least 7 days after the changes are posted and will indicate at the top of the Terms and Conditions the date these terms were last revised. Any revisions to these Terms and Conditions will become effective the earlier of (i) the end of such 7-day period or (ii) the first time you access or use the Services after such changes.

The information contained in this website is for general information purposes only. The information is provided by Inchin Closer and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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.



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Please read the Terms and the privacy policy of Inchin Closer (“**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 including any future modifications, and Your agreement to be legally bound by the same.

If you do not agree to abide by these Terms and Conditions, you are not authorized to use or access the Application or Website or avail or participate in the Services or products. Any access to our Services/Application/products through registrations/subscription is nontransferable.

Any violation by You of the these Terms and Conditions may result in immediate suspension or termination of Your account apart from any legal remedy that Inchin Closer can avail. In such instances, Inchin Closer may also disclose Your account information if required by any Governmental or legal authority. You understand that the violation of these Terms and Conditions could also result in civil or criminal liability under applicable laws.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN TRIALS OR LAWSUITS.

INCHIN CLOSER IS MINDFUL AND AWARE OF THE DIFFERENT SOCIAL AND RELIGIOUS BELIEFS OF BOTH INDIA AND CHINA AND THEREFORE CONSIDERS IT AN INTEGRAL PART OF THE USERS CONSENT THAT THEY WILL, DURING CLASS (EITHER OFFLINE OR ONLINE) AND OTHERWISE WHILE ACCESSING ANY OF THE SERVICES/ APPLICATION/ WEBSITE, BE CAREFUL OF EXPRESSING THEIR OPINIONS AND BELIEFS OF CHINA AND INDIA.

## **2. Description of Service**

The **Services** allow users to access the Website, Inchin Closers course details and allied services, the blog and to use the Learning Management System (LMS) available on the website



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for learning or practicing Mandarin. Inchin Closer may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

### **3. Registration and User Information**

In connection with registering for and using the Services, you agree (i) to provide accurate, current and complete information about you and/or your organization as requested by Inchin Closer; (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update any registration information you provide to Inchin Closer, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

All our users (you) must be in a position to provide an informed consent prior to providing any Information required for the use of the Application/ Services/ products/ website. By registering with us, you are expressly consenting to our collection, processing, storing, disclosing and handling of your Information as stated herein and as may be amended by us from time to time. The processing of your Information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, will take place in India, in accordance with the applicable data protection laws of India. If you reside outside India your information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

The Application/ website/ Services/ products collects the data you provide when you download and register for the Application or Services or products. When you register with us, you generally provide:

- (a) your name, age, email address, location, phone number and password, or that of your child (as the case may be).
- (b) transaction-related information, such as when you make purchases, respond to any offers, or download or use applications from us.
- (c) information you provide when you contact us for help.
- (d) information you enter into our system when using the Application/Services/products, when seeking resolution of doubts, participating in discussions and taking tests.



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The various data collected from the users shall collectively be referred to as 'Information' herein. We may use the Information to contact you from time to time, to provide you with the Services, important information, required notices and marketing promotions. We will ask you when we need more information that personally identifies you (personal information) or allows us to contact you. We will not differentiate between who is using the device to access the Application, website or Services or products, so long as the log in/access credentials match with yours. In order to make the best use of the Application/ website/ Services/products and enable your Information to be captured accurately on the Application/ website/ Services/products, it is essential that you have logged in using your own credentials. We will, at all times, provide the option to you to not provide certain Information which we seek from you. Further, you shall, at any time while using the Application/Services/products, also have an option to withdraw your consent given earlier to us to use such Information. Such withdrawal of the consent is required to be sent in writing to us at the contact details provided herein. In such event, however, Inchin Closer fully reserves the right not to allow further usage of the Application/ website or provide any Services/products thereunder to you.

The Application/ products/ Services you access may also collect certain information automatically, including, but not limited to, the type of mobile device/ computer/ other device (device) you use, your device's unique ID, the IP address of your device, your device operating system, the type of Internet browsers you use, and information about the way you use the Application/ Services/ products. In the case of access and use of our mobile application, our Application, like all others requests our users for certain permissions and any Information received by such use is also collected by us.

#### **4. Access to and Use of the Information**

You will have access to the Information entered by you at the time of registration (Personal information) and you will ensure that such Personal information is correct and up to date. Inchin Closer will provide a clearly marked area on its Application/ Services/ website/ for you to access and change your profile.

Inchin Closer may use the Information collected as per paragraph 3 above to analyze trends, conduct research, learn about the user's learning patterns and movements around the Application/ Services and products and to gather demographic information and usage behaviour about our user base as a whole. Aggregated and individual, anonymous or non-anonymous data may periodically be transmitted to external service providers to help us improve the Application, products and our Services.



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We may also use the Information provided to alert you by email or phone (through sms/call) to inform you about any new service/s offered by us or by any subsidiary/ affiliate or for any other information which we feel might be useful for you.

We will share your information with third parties only in the ways that are described below. We may use the individual data and behavior patterns combined with your Personal information to provide you with personalized content, and better your learning objectives. Third parties provide certain services which we may use to analyze the data and information to personalize, drive insights and help us better your experience or reach out to you with more value-added applications, products, information and services. However, these third-party companies do not have any independent right to share this information. We do not sell, trade or share your Information to any third party (except subsidiaries/affiliates of Inchin Closer for related offerings) unless, we have been expressly authorized by you either in writing or electronically to do so. We may at times provide aggregate statistics about our customers, traffic patterns, and related site information to reputable third parties, however this information when disclosed will be in an aggregate form and shall not contain any of your Personal Information. Inchin Closer will occasionally send email notices, messages or contact you to communicate about our Services, products and benefits, as they are considered an essential part of the Services/products you have chosen. We may disclose Information:

- (i) as required by law, such as to comply with a subpoena, or similar legal process.
- (ii) to enforce applicable the Terms and Conditions, including investigation of potential violations thereof.
- (iii) when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request.
- (iv) with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this Policy.
- (v) to protect against imminent harm to the rights, property or safety of the Application/ website/ Inchin Closer or its users or the public as required or permitted by law.
- (vi) with third party service providers in order to personalize the Application/ website/ Services/ products for a better user experience and to perform behavioral analysis.
- (vii) Any portion of the Information containing personal data relating to minors provided by You shall be deemed to be given with the consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with Us. 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 who have accepted these Terms and Conditions. Inchin Closer 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



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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). Inchin Closer 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.

## **5. Content**

As a condition of submitting any ratings, reviews, information, data, text, photographs, audio clips, audiovisual works, translations, or other materials on the Services (“Content”), you hereby grant to Inchin Closer a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Services. You represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, Inchin Closer, and others as described and otherwise contemplated in these Terms and Conditions. You understand that other users will have access to the Content and that neither they or Inchin Closer have any obligation to you or anyone else to maintain the confidentiality of the Content.

## **6. Your Representations and Warranties**

You represent and warrant to Inchin Closer that your access and use of the Services will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of India and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from India and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Services (including Translation Materials, Activity Materials and Content) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below.



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You represent and warrant that (1) you are not organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive Indian economic or trade sanctions (i.e., an embargo) or (2) identified on a list of prohibited or restricted persons or otherwise the target of any Indian sanctions.

## **7. Cookie Policy**

We send cookies (small files containing a string of characters) to your computer, thereby uniquely identifying your browser. Cookies are used to track your preferences, help you login faster, and help us to determine user trends. This data is used to improve our Services, 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 your 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 your cookies are disabled.

## **8. Public Forums**

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

## **9. Inappropriate Use**

You will not upload, display or otherwise provide on or through the Services any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in Inchin Closer's sole judgment, is objectionable or which restricts or inhibits any other person from using the Services or which may expose Inchin Closer or its users to any harm or liability of any kind.

## **10. Indemnification of Inchin Closer**

You agree to defend, indemnify and hold harmless Inchin Closer and its proprietor, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any



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false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate, or defective in any way whatsoever.

## **11. License to Apps**

Subject to the terms of these Terms and Conditions, Inchin Closer grants you a non-transferable, non-exclusive license to download, install, and use one copy of the 'Inchin Closer App' (the App) in object code form only on an interactive wireless device that you own or control. You may not derive or attempt to derive the source code of all or any portion of the App, permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the App or any part thereof. Inchin Closer and its licensors own and shall retain all intellectual property rights and other rights in and to the App, and any changes, modifications, or corrections thereto. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms and Conditions are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to App from the Apple App Store. You acknowledge and agree that these Terms and Conditions are solely between you and Inchin Closer, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and Conditions. You and Inchin Closer acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Inchin Closer acknowledge that, in the event of any third-party claim that any App or your possession and use of that App infringes that third party's intellectual property rights, Inchin Closer, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual





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property infringement claim to the extent required by these Terms and Conditions. You must comply with applicable third-party terms of agreement when using the App. You and Inchin Closer acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and Conditions as they relate to your license of the App, and that, upon your acceptance of these Terms and Conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third-party beneficiary thereof.

## **12. Online Purchases**

In the Services, you may purchase, with "real world" money, a limited, personal, non-transferable, non-sublicensable, revocable license to use "virtual currency" solely for use in the Services for purchase of "virtual in-app items" (together with "virtual currency," "Virtual Items"). You are allowed to purchase Virtual Items through the Services, and not in any other way.

Inchin Closer may manage, regulate, control, modify, or eliminate Virtual Items at any time, with or without notice. Inchin Closer may update the pricing of Virtual Items at any time in its sole discretion and may add new Virtual Items for additional fees. Inchin Closer shall have no liability to you or any third party in the event that Inchin Closer exercises any such rights.

The transfer of Virtual Items is prohibited except where expressly authorized in the Services. Other than as expressly authorized in the Services, you shall not sell, redeem or otherwise transfer Virtual Items to any person or entity, including but not limited to Inchin Closer, another user, or any third party.

You agree to pay all fees and applicable taxes incurred by you or anyone using a Inchin Closer account registered to you. Inchin Closer may revise the pricing for the goods and services offered through the Services at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.



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### **13. Payment Processors**

All financial transactions made in connection with the Services will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. Any reliance placed by you on the practices of such third party will be entirely at your consequences. In no event will Inchin Closer be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

### **14. Course Fee and Refund Policy**

The Course Fee (Fees) applicable for a particular course shall be subject to revision without prior notice and Inchin Closer reserves the right to revise the Fees as applicable. The Fees shall be payable in cash, cheque or as online transfers. In case of late payment of fees, late fees shall be charged. After registration, if a student is unable to start the course he has registered for, he can avail 100% refund upto one week before the start of the said course. If Inchin Closer is informed of a student's withdrawal within the last week of start date of the class, or if the class has started and the student hasn't yet attended a class and wishes to withdraw, Inchin Closer reserves the right to decide to return the fees in full or a percentage of the same, subject to materials having being personalized for the said student and a place having being reserved for the said class. This refund policy shall not apply if the student has already attended one or more classes of the course and is unable to complete the course for any reason. In such a scenario, it is mandatory that the student send in an email to Inchin Closer about his reasons for discontinuation and request to utilise the RRR policy of Inchin Closer. Under this Return, Relearn and Revise Policy (RRR policy), any student who has registered for a particular course, but is unable to complete it, or wishes to return to the level for any particular reason can re-attend any class of that level within a year after informing Inchin Closer staff and without paying any extra fees. Under these circumstances, the fees paid by the students for a particular level, at the time of registration may be adjusted against another student or the same student may join another course convenient to him, with prior written intimation to Inchin Closer. However, under any circumstances, fees paid for group classes will not be adjusted against private classes or any other service provided by Inchin Closer.

In the event that Inchin Closer suspends or terminates your use of the Services or for breach of these Terms and Conditions or you close your account voluntarily, you understand and agree that you will receive no refund or exchange of any kind, including for any unused virtual currency or other Virtual Item, any Content or data associated with your use of the Services, or for anything else.



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## **15. Third-Party Links, Sites, and Services**

The Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Inchin Closer. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Inchin Closer, you understand that these Terms and Conditions and our Privacy Policy do not apply to your use of such sites. You expressly acknowledge and agree that Inchin Closer shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Services may include advertisements, which may be targeted to the Content or information on the website including the LMS, or other information. The types and extent of advertising by Inchin Closer on the Service are subject to change. In consideration for Inchin Closer granting you access to and use of the Services, you agree that Inchin Closer and its third party providers and partners may place such advertising in connection with the display of content or information submitted by you or others.

## **16. SECURITY**

Inchin Closer is concerned about safeguarding the confidentiality of its users Information. We provide safeguards to protect the Information we process and maintain. Access to this Information is limited to authorized employees on a need-to-know basis only, in order to operate, develop or improve our Application/ Services/ products/ website. Please be aware that, although we endeavor to provide reasonable security for the Information we process and maintain, no security system can prevent all potential security breaches.

We also adopt reasonable security measures to protect your password from being exposed or disclosed to anyone.

## **17. NO REPRESENTATIONS OR WARRANTIES BY INCHIN CLOSER**

THE SERVICES, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY INCHIN CLOSER ARE PROVIDED TO YOU ON AN “AS IS” BASIS. INCHIN CLOSER AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR



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#### **18. LIMITATION ON TYPES OF DAMAGES/LIMITATION OF LIABILITY**

IN NO EVENT WILL INCHIN CLOSER BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICES OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES, MOBILE PHONES OR OTHER PROPERTY, EVEN IF INCHIN CLOSER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCHIN CLOSER'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO INCHIN CLOSER FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.



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## **19. Termination**

Inchin Closer may terminate your access and use of the Services immediately at any time, for any reason, and at such time you will have no further right to use the Services. You may terminate your Inchin Closer account at any time by following the instructions available through the Services. The provisions of these Terms and Conditions relating to the protection and enforcement of Inchin Closer's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

## **20. Proprietary Rights in Service Content and Activity Materials**

All content available through the Services, including all information, content, material, designs, text, graphics, images, trademarks, services marks, trade names, and trade secrets including but not limited to the software, audio and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of Inchin Closer or its licensors. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and Inchin Closer, all data, information and materials generated from your access and use of the educational activities made available on or through the Services, including translated content generated by you (collectively, the "Activity Materials"), shall be exclusively owned by Inchin Closer, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. Activity Materials will not include Translation Materials. By using the Services, you hereby assign to Inchin Closer any and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of Inchin Closer or its licensors that are not expressly granted in these Terms and Conditions are reserved to Inchin Closer and its licensors.

## **21. Trademarks**

"Inchin Closer," and all other trademarks, service marks, graphics and logos used in connection with the Services are trademarks or service marks of Inchin Closer or their respective owners, and certain of them are registered with the Trademarks Registry, Government of India, Patent



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and Trademark Office. Access and use of the Services does not grant or provide you with the right or license to reproduce or otherwise use the Inchin Closer name or any Inchin Closer or third-party trademarks, service marks, graphics, or logos.

You recognize, acknowledge and accept 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.

## **22. Privacy**

Use of the Services is also governed by our Privacy Policy, a copy of which is located at [●]. By using the Services, you consent to the terms of the Privacy Policy.

## **23. Notice for Claims of Copyright Violations and Agent for Notice**

Inchin Closer has no intent to copy, paste or steal any proprietary information, royalty images or text.

If you are a copyright owner and have a good faith belief that any material available through the Services infringes upon your copyrights, you may submit a copyright infringement notification to Inchin Closer by providing us with the following information in writing:

- An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed.
- A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please consult your legal counsel for further details. Inchin Closer's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: 61A, Jaldarshan, 51 Nepean Sea Road, Mumbai 400026, India.



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By email: [learnchinese@inchincloser.com](mailto:learnchinese@inchincloser.com)

**Governing Law and Arbitration; No Class Action:** These Terms and Conditions, its subject matter and Inchin Closer's and your respective rights under these Terms and Conditions, as well as and any claim, cause of action or dispute ("claim") arising out of or related to these Terms and Conditions, shall be governed by and construed under the Arbitration and Conciliation Act, 1996, excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except for Inchin Closer's right to seek injunctive relief as set forth below. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

If you do not want to arbitrate disputes with Inchin Closer and you are an individual, you may opt out of this arbitration agreement by sending an email to [learnchinese@inchincloser.com](mailto:learnchinese@inchincloser.com) within 30 days of the day you first access or use the Service.

If you intend to seek arbitration you must first send written notice to [learnchinese@inchincloser.com](mailto:learnchinese@inchincloser.com) of your intent to arbitrate ("Notice"). The Notice to Inchin Closer should be sent by any of the following means: (i) electronic mail to [learnchinese@inchincloser.com](mailto:learnchinese@inchincloser.com); or (ii) sending the Notice by courier to 61A, Jaldarshan, 51 Nepean Sea Road, Mumbai 400026, India, Attention: Nazia Vasi. The Notice must describe the nature and basis of the claim or dispute; set forth the specific relief sought; and set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you.

The arbitration will be conducted before a neutral single arbitrator in Mumbai, India, whose decision will be final and binding, and the arbitral proceedings will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim where the potential award is reasonably likely to be Rs. 8,00,000/- (INR Eight Lakhs only) or less, either you or Inchin Closer may elect to have the dispute resolved through non-appearance-based arbitration.



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To the fullest extent permitted by applicable law, YOU AND INCHIN CLOSER EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Inchin Closer agree that all claims arising out of or related to these Terms and Conditions must be resolved exclusively by the Courts located in Mumbai, India, and you and Inchin Closer each agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating all such claims. Notwithstanding the above, you agree that Inchin Closer shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

#### **24. Language**

This agreement was originally written in English. To the extent any translated version of this agreement conflicts with the English version, the English version controls.

#### **25. Miscellaneous**

- (a) These Terms and Conditions constitute the entire agreement between Inchin Closer and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Inchin Closer or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Inchin Closer may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Inchin Closer and you, and Inchin Closer's and your respective successors and permitted assigns.
- (b) Inchin Closer's Services, including the Application and content, are compatible only with certain devices/ tablets/ instruments/ hardware. Inchin Closer shall not be obligated to provide workable services for any instruments that are not recognized by Inchin Closer or those instruments that may be purchased from any third party which are not compatible with the Inchin Closer's Services. Inchin Closer reserves the right to upgrade the type of compatible devices as required from time to time.





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- 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 Inchin Closer or any other person or entity as determined by Inchin Closer.
  - 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;



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- 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;
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- l. Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
- m. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/website/Services/products, to access, acquire, copy or monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not



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  - o. Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
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