

School of Innovation from Facebook Program Participation Terms

APPLICATION TO THIS PROGRAM CONSTITUTES APPLICANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE PROGRAM TERMS ("TERMS"), WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE APPLYING. BY APPLYING TO THE PROGRAM THE APPLICANT ALSO AGREES AND ACCEPTS THE DECISIONS OF PROGRAM ENTITIES, WHICH ARE FINAL AND BINDING IN ALL MATTERS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROGRAM ENTITIES FROM THE APPLICANT (i.e., A REQUIREMENT THAT THE APPLICANT DEFEND AND/OR REIMBURSE PROGRAM ENTITIES FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF APPLICANT'S RIGHTS AND REMEDIES. ACCESS TO INTERNET AND A VALID EMAIL ADDRESS ARE REQUIRED TO PARTICIPATE IN THIS PROGRAM.

PROGRAM PARTICIPANTS HAVE CERTAIN PARTICIPATION AND ATTENDANCE OBLIGATIONS AS DESCRIBED IN MORE DETAIL BELOW IN THE "PROGRAM BENEFITS" SECTION.

OVERVIEW

The School of Innovation from Facebook Program ("**Program**") is sponsored and administered by **SV.CO Digital Learning Platform Private Limited**, a private company incorporated under the Companies Act, 2013 and having its registered office at No. 360, 6th Main, First Block, Koramangala, Bangalore – 560034 ("**SVCO**" or "**Sponsor**") with support from Facebook, Inc. ("**Facebook**") and the India Central Board of Secondary Education ("**CBSE**") (Facebook and CBSE collectively with Sponsor, the "**Program Entities**"). The Program consists of a three (3) week AR101 training course offered by Sponsor to eligible students and teachers (as described in the Eligibility section below) who may submit Applications (defined below) to participate in the Program. The individuals who are selected by CBSE in accordance with the Participant Selection/Notification section below will receive the benefit of participating in the Program. Please go through these Terms carefully as they govern your application to and participation in the Program (should you be selected to join the Program).

ELIGIBILITY

This Program is open to legal residents of India who are either (i) students attending a CBSE school between the ages of fourteen (14) and nineteen (19) ("**Students**") or (ii) teachers employed by a CBSE school ("**Teachers**") (when distinction is not necessary, Teachers and Students are referred to as "**Individuals**"). A Teacher or Student who applies for participation in the Program shall hereinafter be referred to as an "**Applicant**". A Teacher or Student who subsequently is accepted into the Program is a "**Participant**". To be eligible, all Applicants must have access to a stable internet connection, a smartphone and Windows 10 desktop or laptop, and must have a Facebook Developer account.

Employees, officers, directors, members, managers, agents, and representatives of the Program Entities and any other entities participating in the design, promotion, marketing, administration, or fulfilment of this Program, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies, judges and their employers, employees, managers, agents and representatives (collectively, the “**Released Parties**”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to apply or receive benefits in this Program. For purposes of this Program, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

HOW TO APPLY

To apply, eligible Applicants must follow the links and instructions on site <http://cbseacademic.nic.in/fb/facebookforeducation.html> (“**Registration Site**”) to submit a Program application form containing all of the required information and content pertaining to the Applicant (“**Application Form**”). Application Forms for Teachers must be submitted between 9:00:00 India Standard Time (“IST”) on July 3rd, 2020 and 23:59:59 IST on July 26th, 2020 (“**Application Period**”). The Application Period for Students will be set forth at <http://cbseacademic.nic.in/fb/facebookforeducation.html> once finalized. The Application Form together with any other content submitted by Applicant to Program Entities during this Program are collectively referred to as “**Applicant Content**.” All Applicant Content must comply with the “**Submission Requirements**” detailed in the section below and otherwise comply with these Terms. Once the required Applicant Content (including the Application Form) is actually received by Program Entities, it is referred to in these terms as an “**Application**.”

SUBMISSION REQUIREMENTS

Applicant Content must meet all of the following requirements, as determined by Program Entities in their sole discretion, or the associated Application, or Participant may be disqualified:

- Only one (1) Application per Individual is permitted in this Program.
- The Application Form must be submitted by the Applicant and received by Program Entities during the applicable Application Period through the Registration Site and all participation must be in strict accordance with the instructions and restrictions on the Registration Site and these Terms.
- For purposes of this Program, only Application Forms that are actually received and recorded through the Registration Site on the related servers during the Application Period will be considered. The Program Entities in their sole discretion may accept applications submitted after the Application Period if Program capacity has not been met.
- Other proof of submitting or attempting to submit an Application (such as, without limitation, printed, saved or copied automated receipt confirming application receipt, a “Thanks for submitting” screen or message) does not constitute proof of actual receipt of the Application for purposes of this Program.
- Those who do not abide by these Terms and the instructions of Program Entities and provide all required Applicant Content may, in Program Entities’ sole discretion, be disqualified.

- Applications (or participation that does not qualify as an “Application”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void.
- Applications or participation made on behalf of an Applicant by a third party not affiliated or associated with that Applicant (as determined by Program Entities in their sole discretion) or originating through any commercial promotion subscription, notification, or entering services will be declared invalid and disqualified for this Program.
- In the event that any dispute regarding an Application or Applicant cannot be resolved to Program Entities’ satisfaction, the Application will be deemed ineligible and the Applicant disqualified.
- As a condition of applying to the Program, without limiting any other provision in these Terms, each Applicant gives consent for Program Entities and its agents to obtain and deliver his/her/their name, email address and other information (without any limitation) and Application to third parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules.
- All Applicant Content must be in English.
- APPLICATIONS MAY NOT BE ACKNOWLEDGED, WILL NOT BE RETURNED AND, IN FACT, MAY BE DESTROYED. APPLICANT NEEDS TO KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF THE APPLICATION. ANY APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN PROGRAM ENTITIES’ SOLE DISCRETION, BE DEEMED INELIGIBLE.
- APPLICANT AGREES THAT HIS, HER, OR THEIR PARTICIPATION IN THE PROGRAM AND AGREEMENT TO THESE TERMS AND ANY RELEASED PARTY’S REPRODUCTION, DISPLAY, AND USE OF THE APPLICANT CONTENT IN ACCORDANCE WITH THESE TERMS WILL NOT VIOLATE ANY AGREEMENT TO WHICH APPLICANT IS A SIGNATORY OR PARTY.
- APPLICANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS FROM ANY THIRD PARTY FOR ANY USE OR REUSE BY ANY RELEASED PARTY OF THE APPLICANT CONTENT AUTHORIZED UNDER THESE TERMS.

PARTICIPANT SELECTION/NOTIFICATION

All eligible Applications will be evaluated by CBSE to confirm compliance with these Terms, including all eligibility requirements. There are 10,000 Teacher Program spots available and 30,000 Student Program spots, with the Teacher Program and the Student Program each split into two Program Periods (defined below). If the number of eligible Applications exceeds the number of Program spots available, CBSE will further evaluate all eligible Applications, with preference for Program acceptance being extended to Applications based an evaluation of each Applicant’s response to the questions set forth in the Application.

Following the Application evaluation set forth above, accepted Applicants for the first Teacher Program Period will be notified via email by CBSE (as determined by Program Entities in their sole discretion). Future Program acceptance notification dates will be confirmed by Program Entities at a later date.

The Program Entities reserve the right to contact Applicants for verification purposes and administration of the Program at any time. All Program Entities' decisions are final and binding in all matters relating to this Program. Each Participant acknowledges that other Participants may create ideas and concepts during their Program participation that may have familiarities or similarities to that Participant's ideas and concepts created during the Program (including, without limitation, the virtual reality technology), and that they will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Participants will be chosen as specifically described, and not using any random drawing or method incorporating chance.

If any notification or other Program-related communication is returned as undeliverable, or if a selected potential Participant cannot be reached or does not respond as instructed after Program Entities have attempted to notify that potential Participant, that potential Participant may be disqualified and an alternate Participant may be selected (time permitting and in Program Entities' sole discretion). Program Entities reserve the right to modify the notification procedures in connection with the selection of any alternate potential Participant, if any.

PROGRAM BENEFITS

Selected Participants will each be entitled to attend and participate in the Program, which is conducted online. The Participants are required to attend all five (5) training modules of the Program, unless there is a reasonable justification of why a Participant cannot attend (which will be determined by Sponsor in its sole discretion).

The first Teacher Program runs from August 10, 2020 to August 31, 2020 and the second Teacher Program runs from September 21, 2020 until October 12, 2020 (the "**Program Periods**"). Student Program Periods will be posted to <http://cbseacademic.nic.in/fb/facebookforeducation.html> once they are finalized by Program Entities. Participants would be on-boarded on PupilFirst, the SVCO Online Teaching and Learning Platform, supported with Human Assistance Learning on an Action Learning (Learning by Doing) method of teaching. Each Participant will have targets to complete and would move across stages and create an AR filter ("**AR Content**"). After completing all Modules and targets, Participants will receive a certificate of completion.

Following Program completion, Participants will be asked to provide feedback to Program Entities on their Program experience.

All Program participation and any materials created by Participants, including without limitation, any augmented reality effects and features, must comply with the Facebook Terms of Service (<https://www.facebook.com/legal/terms>), the Facebook Developer Terms (<https://developers.facebook.com/policy/>) and the Spark AR Terms (<https://sparkar.facebook.com/ar-studio/learn/before-you-start/policy>). Benefit details not specifically

stated in these Terms, will not be provided unless so determined by the Program Entities in their sole discretion. To the fullest extent permissible under applicable law, all taxes (including, without limitation, central, state, and/or local taxes), as well as any expenses arising from acceptance or use of the benefits and not specified in these Terms as being provided as part of the benefits, are the sole responsibility of the Participants. Program Entities are not responsible for any acts, omissions, representations, inability or unwillingness of any Applicants or selected Participants to accept or use the benefits (or portion thereof) for any reason. Benefit elements delivered by mail/courier will only be mailed/shipped to the applicable Participant's address within India. Program Entities are not responsible for and will not replace any lost, mutilated or stolen benefits or element of any benefit that is undeliverable or does not reach a Participant because of incorrect or changed contact information. If a Participant does not accept or use all of the benefits for any reason, the unaccepted or unused part of the benefits will be forfeited and Program Entities will have no further obligation with respect to that benefits or portion of the benefits. No transfers, benefits substitutions, will be made, except at Program Entities' sole discretion. Program Entities reserve the right to substitute any stated benefits or any component thereof with another benefits or component of equal or greater value for any reason. Participants waive the right to assert as a cost of winning the benefits, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said benefits.

Program participation and all content or materials created by Participants during Program participation, including, without limitation, the AR Content ("**Program Content**") must comply with the following requirements:

- Participant must have all necessary permissions and rights to submit the Program Content in Each Participant must comply with all developer guidelines and rules associated with any platforms used as part of the Program and the Participant's participation in the Program must not violate any such guidelines or rules.
- this Program and agrees to provide Program Entities with written confirmation of those permissions and rights within the given timeframe, if requested.
- If the Program Content or any element of the Program Content is the subject of a complaint by a third party or violates any platform policies (including, without limitation the Facebook Platform Policies), the related application or any aspect of it may be disqualified and removed.
- If Program Content identifies any person or third party other than Participant, Program Entities, and companies identified by Program Entities, Participant must have all necessary permissions and rights from the individual identified (and their parent or legal guardian, if a minor) and agrees to provide Program Entities with written confirmation of those permissions and rights within the given timeframe, if requested.
- The Program Content may NOT create or imply any association between Program Entities and any individual, entity, or anyone else or his, her, or its products or services.
- All aspects of the Program Content must be originally created by and solely owned by or licensed to the Participant or be in the public domain. All third party content and content unoriginal to the Participant that is not in the public domain is prohibited.
- Program Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, patent, trademark, trade secret, or right of privacy or publicity.
- Program Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous,

disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, any Released Party, or any third party.

- Program Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
- The Program Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behaviour or use of Program Entities' or any other products or services.

Program Entities reserve the right in their sole discretion to disqualify from the Program any Participant whose Program participation (in Program Entities sole discretion) refers, depicts, or in any way reflects negatively upon a Released Party, the Program, or any other person or entity or does not comply with these Terms.

LICENSE

By applying, except where prohibited by law, each Applicant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute Applicant Content, Program Content (including, without limitation the AR Content and the AR Content name) and Program feedback and testimonials in perpetuity and in any medium (including online and in digital media) in any language, throughout the world, for the purposes of evaluating Applications, and administering and marketing this Program. Each Applicant further grants to the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use its, his, her, or their (and his/her/their AR Content's) trade names and trademarks (including logos) solely in connection with this Program. Sponsor may request that Participants sign additional documentation in connection with this license grant.

Each Applicant hereby acknowledges and agrees that the relationship between the Applicant and each of the Released Parties is that of an independent contractor and is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to submit his/her/their Application for purposes of the Program does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Application (including, without limitation, the AR Content), other than as set forth in these Terms.

Each Applicant understands and acknowledges that the Released Parties have wide access to ideas, applications, text, images, code, applications, software, and other creative materials. Each Applicant also acknowledges that many ideas for applications and online services may be competitive with, similar to, or identical to his/her/their Applicant Content and Program Content (including the AR Content) and/or each other in idea, function, components, format, or other respects. Each Applicant acknowledges and agrees that such Applicant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources.

Each Applicant acknowledges and agrees that Released Parties do not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Applicant's patent, copyright or other proprietary rights in and to his/her/their Application, including the AR Content contained or described therein. Each Applicant

acknowledges that, with respect to any claim by Applicant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Application or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party bot, application, service or other property, and Applicant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY, INDEMNITY & DISCLAIMER OF WARRANTIES

NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH APPLICANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR GIVING OF A BENEFIT OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM- OR BENEFITS-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF PROGRAM ENTITIES OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH PARTICIPANT AGREES THAT THE BENEFITS ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE BENEFITS, AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Applicant or Participant, as applicable, or by human error (except to the extent

that any of the following occur for reasons within Program Entities' reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Applications made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, Messenger message, or Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Program-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications) technical or human error which may occur in the administration of the Program or the processing of Applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant's participation in the Program or receipt or use of any benefits.

Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account, voicemail inbox or Messenger message account, to receive, email, voice messages or Messenger messages. Released Parties are not responsible, and may disqualify an Applicant or Participant, if any contact information provided by the Applicant does not work or is changed without giving prior written notice to Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Applicant or Participant (or any person claiming through such Applicant or Participant) for failure to supply a benefit or any part thereof in the event that any of the Program activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES

By applying to this Program (except where prohibited by law), each Individual agreeing to these Terms as part of an Application Form grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, including educational affiliation, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all

liability related to such authorized uses. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Program Entities' decisions will be final and binding in all matters relating to this Program, including interpretation of these Terms, selection of the Participants, and giving of the benefits. All Applicants, as a condition of applying, agree to be bound by these Terms and the decisions of Program Entities. Failure to comply with these Terms may result in disqualification from the Program. Applicants further agree not to damage or cause interruption of the Program and/or prevent others from participating in the Program. Program Entities reserve the right to restrict or void participation from any Facebook account, IP address, email address or domain, or device if any suspicious Application and/or participation is detected. Program Entities reserve the right, in their sole discretion, to void Applications or other participation by any person or entity who Program Entities believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Program. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Program Entities in their sole discretion. Participants waive any right to claim ambiguity in the Program or these Terms.

If Program Entities determine (at any time and in their sole discretion) that any Participant is disqualified, ineligible, in violation of these Terms, or engaging in behaviour that Program Entities deem obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Program Entities reserve the right to remove the Participant from the Program, even if the Program has already started, Participant has been notified or displayed or announced anywhere. If the Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Program and these Terms and modify the benefits or give the benefits based on eligible Applications received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Program Entities. If any person supplies false information, participates or submits Applications by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to obtain a benefit, Program Entities may disqualify that person (and any Applicant on the behalf of which such person participated in the Program) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Application cannot be resolved to Program Entities' satisfaction, such Application will be deemed ineligible.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, PROGRAM ENTITIES MAY DISQUALIFY ANY APPLICANT MAKING SUCH ATTEMPT AND RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

MISCELLANEOUS

Disputes/Governing Law: This Agreement shall be construed, governed by, interpreted and applied in accordance with the Laws of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to

and finally resolved by arbitration under Arbitration and Conciliation Act, 1996 for the time being in force. The arbitration shall be conducted by one arbitrator to be mutually appointed by the Parties. The award of the arbitrator shall be final, binding and conclusive on the Parties. The venue of the arbitration proceedings shall be in Bangalore, India and the proceedings shall be conducted in English. Subject to the above, the courts in Bangalore, India shall have jurisdiction over all matters relating to this Agreement.

Notices: The Program Entities may provide you with notices, including those regarding changes to the Program Terms, by email, regular mail, postings on the SV.CO Online Learning Platform, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless the Program Entities are notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by an Applicant in the Application Form. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the SV.CO Online Learning Platform is deemed given 30 days following the initial posting.

Waiver: The failure of the Program Entities to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms by the Entities will be effective only if in writing and signed by the Program Entities.

Severability: If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

Assignment: The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you without the Program Entities' prior written consent, but may be assigned by the Program Entities without consent or any restriction. Any assignment attempted to be made in violation of the Program shall be null and void.

Survival: Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

Headings: The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

TERMS

During the Program, the Terms will be available by visiting <http://cbseacademic.nic.in/fb/facebookforeducation.html>

SPONSOR SV.CO Digital Learning Platform Private Limited, No. 360, 6th Main, First Block, Koramangala, Bangalore – 560034
