



TERMS AND CONDITIONS

These terms and conditions (“**Terms of Use**”) set out your rights and responsibilities in your use of the Taabur Platform (hereinafter referred to as “Taabur”) operated through www.taabur.co and other online services (collectively referred to as “**Platform**”).

Taabur is operated and provided to you by **Geeks At Work Private Limited**, having its office at Gurugram 122002 (“**Taabur**”).

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OVERVIEW

The Platform is an internet-based Platform and aggregator of activities available for children by acting as an intermediary for the purposes of information and online booking pertaining to availability to such classes, workshops, events and the like (“**Services**”). For the purposes of this Terms of Use, the individual receiving such information shall be referred to as the **Service User** and the individual/company/partnership providing such Services shall be referred to as the **Service Provider** and collectively the Service User and Service Provider shall be referred to as the **User**. Taabur through its Platform will act as a facilitator / marketplace for connecting the Service User and Service Provider and will be subject to responsibilities and liabilities limited to the ones mentioned hereinafter with regard to the use and dissemination of such information and services.

ACCEPTANCE OF TERMS OF USE

The Terms constitute a legally binding agreement between User and Taabur regarding your use of the Platform and the Services. By accessing the Platform and/or the Services and/or by clicking “**I agree**” the User agrees to be bound by these Terms.

1. INTRODUCTION

- 1.1 These Terms and Conditions (hereinafter referred to as “**these Terms**”) apply in full force to govern your use of this Platform, including all webpages thereof. Use of this Platform means and amounts to express agreement of these Terms in full.
- 1.2 In order to register on this Platform, and/or use of any services offered by the Platform, and/or submit material to this Platform, you would be required to accept these terms in their entirety.

- 1.3 Taabur reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes. Your continued use of the Platform or Services after the posting of changes constitutes your binding acceptance of such changes.
- 1.4 In addition, when using any particular Services, you may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such Services. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into the Terms.
- 1.5 YOUR ACCESS OR USE OF THE PLATFORM OR THE SERVICES SHALL MEAN THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS. By accessing or using the Platform or the Services you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms on behalf of yourself and/or any other person you represent in connection with your use of the Platform or Services. If you do not agree to the Terms, you are not authorized to use the Platform or the Services.

2. USE OF THE PLATFORM AND THE SERVICES

- 2.1 The Platform and/or the Services are controlled and offered by Taabur from its facilities in the territory of India. Taabur makes no representations that the Platform or Services are appropriate or available for use in other locations. If you are accessing or using the Platform or Services from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law. Notwithstanding the foregoing, the Platform or Services may contain or provide links to content hosted on Platform located outside of India.
- 2.2 The Platform is for the benefit of Service Users who may utilise the resources and other material published by Service Providers.
- 2.3 The Service Users who are below the age of 18 years have to mandatorily be accompanied by their parents/guardian while using the Platform and such accompanying person has to mandatorily be above the age of 18 years. The accompanying person will ensure that the presence of the accompanying person is visible to the Service Provider while utilising the Services for which the Platform has been approached and/or used.
- 2.4 The User represents, acknowledges and agrees that the User is at least 18 years of age, and that: a) all registration information submitted is truthful and accurate; b) User shall at all times, maintain the accuracy of such information. In case it is discovered that the User is in violation of the terms then his/ her registration with the Platform will be cancelled with immediate effect without any monetary payment as suggested in these terms herein below.

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- 2.5 The content including the program content published on the Platform is only indicative in nature. Further, Taabur has the right to change the content of the Platform at its sole discretion at any time, without any notice.
- 2.6 Taabur does not provide the Services on its own and/or does not have control over the Service Provider or the services provided by any such Service Provider. The Service User acknowledges and agrees that any Services availed through the Platform shall be subject to such terms and conditions set out in the particular agreement entered into between the Service User and the Service Provider and not by these Terms.
- 2.7 Taabur reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of the Services (including the Platform and the devices through which the Services are accessed), with respect to any or all users, at any time without notice. You acknowledge that Taabur may do so in its sole discretion. You also agree that Taabur will not be liable to you for any modification, suspension, or discontinuance of the Services.
- 2.8 Taabur will not be responsible for any delay in transmission due to any technical issues at the end of the users of this Platform.
- 2.9 The Platform may publish, advertise information and promotional material received and/or submitted to Taabur for the purposes of generating revenue for the Platform. The Users acknowledge and agree, that Taabur shall not be held responsible for any such content. It is the responsibility of the Users to verify the contents of such advertisements before relying upon the same.

3. USER IDs, PASSWORDS AND RESTRICTED USE

- 3.1 The Users may access and use the Platform by creating an account on the Platform by submitting their name, email address and other contact details through the account registration page.
- 3.2 If User is provided with a user ID and password, or an account, to enable access of this Platform or other content or services, and the User must ensure that the user ID and password are kept confidential.
- 3.3 The User agrees that it shall be solely responsible for all activity carried out from their account. The User further agrees that it would be solely liable in the event of any illegal activity being carried out, as well as for any loss/damage arising from such activity.
- 3.4 The User agrees not to allow any other person to use user ID and password to use this Platform and/or access the Platform.

- 3.5 The User shall notify Taabur at support@taabur.com immediately in the event that the User becomes aware of any unauthorised use of the user ID and/or password.
- 3.6 The User shall be permitted to have only one permitted account and shall not be permitted to create multiple accounts.
- 3.7 Taabur may cancel/suspend/disable your account, user ID and password in its sole discretion without notice or explanation.
- 3.8 Taabur reserves the right to disclose any information that is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to Taabur. Taabur can further disclose your name, street address, city, state, country, phone number, email, it in its sole discretion if it believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

4. BILLING (to the extent applicable)

- 4.1 By signing up for the Services, you are expressly agreeing that Taabur is authorized to charge you fees for Services you may purchase, and any applicable taxes in connection with your use of the Services through the credit card or other payment method accepted by Taabur (Payment Method) that you provided during registration.
- 4.2 If you want to use a different Payment Method than the one you signed up for during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by clicking on your account. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.
- 4.3 As used in these Terms, billing shall indicate either a charge or debit, as applicable, against your Payment Method. In order to continue uninterrupted use of the Services, it is important that you honor the payment obligations to which you have agreed. Accordingly, Taabur reserves the right to pursue any amounts you fail to pay in connection with the Services.
- 4.4 You will remain liable to Taabur for all such amounts and all costs incurred by Taabur in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. You also understand and acknowledge that Taabur only facilitates the third-party payment gateway for processing of payment. This facility is managed by the third-party payment gateway provider and you are required

to follow all the terms and conditions of such third party payment gateway provider.

- 4.5 You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that Taabur shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud. You can file any complaint related to payment transfer at Platform and the same shall be forwarded to the concerned third-party payment gateway provider for redressal.
- 4.6 All Service Providers will be remitted payments by the Taabur on a bi-monthly basis that may accrue in favour of any such Service Provider after deduction of applicable taxes including TDS and for such payment to be remitted the Service Provider will necessarily have to provide bank account details to the Taabur.
- 4.7 [The Service Provider agree that Taabur will be charging a 20% commission fee over the entire revenue earned by Service Provider through the Platform and payments shall be remitted after the deduction of the herein mentioned commission fee. Such commission fee will be amenable to change at the discretion of Taabur and such change will be duly informed to the Service Provider.]

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5. LINKS TO OTHER PLATFORMS

- 5.1 The Platform or the Services may contain links or pointers to other Platforms but you should not infer or assume that Taabur operates, controls, or is otherwise connected with these other Platforms. When you click on a link within the Platform, Taabur may not warn you that you have left the Platform and are subject to the terms and conditions (including privacy policies) of another Platform. Please be careful to read the terms of use and privacy policy of any other Platform before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another Platform. Taabur is not responsible for the content or practices of any other Platform even if it links to the Platform and even if the Platform is operated by Taabur affiliated or otherwise connected with Taabur. You acknowledge and agree that Taabur is not responsible or liable to you for any content or other materials hosted and served from any Platform other than the Platform.

6. OWNERSHIP

- 6.1 Taabur is the sole and exclusive owner of the Platform. Except as expressly provided in these Terms, all copyrights, trademarks, service marks, logos,

tradenames including all associated intellectual property rights shall vest with Taabur at all times.

- 6.2 You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights incorporated in or accompanying the Platform.
- 6.3 Taabur claims no ownership interest in any third-party content and expressly disclaims any liability concerning those materials.
- 6.4 Taabur reserves all rights not expressly granted in and to the Platform.

7. USER CONTENT

- 7.1 In these terms and conditions, the User agrees that in order to allow Taabur to supply the Services, without violating their rights and/or laws, the Service User and Service Provider hereby agrees to grant Taabur a non – exclusive, worldwide, perpetual, irrevocable, and royalty – free right to use, reproduce, adapt, publish, translate and distribute your User content in any existing or future media. The Service Provider also grants to Taabur the right to sublicense these rights, and the right to bring an action for infringement of these rights.
- 7.2 The content of the User must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or a third party (in each case under any applicable law).
- 7.3 The User must not submit any user content to the Platform that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- 7.4 The data generated through regular interaction between the Users of the Platform will be the intellectual property of Taabur and can be used by Taabur for promotional material and also for further understanding of the communication tools being deployed on the Platform for interaction between the Users.
- 7.5 Taabur reserves the right to edit or remove any material submitted to this Platform, or stored on its servers, or hosted or published upon this Platform.
- 7.6 Notwithstanding Taabur’s rights under these terms and conditions in relation to User content, Taabur does not undertake to monitor the submission of such content to, or the publication of such content on, this Platform.

8. LICENSE TO USE PLATFORM AND RESTRICTIONS

- 8.1 Subject to your compliance with the Terms herein, Taabur hereby grants User a personal, limited, non-exclusive, non-transferable, freely revocable license to use the Services. Except for the foregoing limited license, no right, title or interest shall be transferred to the User. The content on the Platform and/or the Services is provided to the User "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Taabur. We reserve all rights not expressly granted in and to the Platform and/or the Services.
- 8.2 The User agrees that the Platform shall only be used for lawful purposes and that the Users shall not violate any law, regulations, ordinances or any other applicable law.
- 8.3 The User agrees not to:
- 8.3.1 Share any contact details/information on the Platform without the permission of Taabur.
 - 8.3.2 Use the material on this Platform for any use other than your personal and/or business use.
 - 8.3.3 Sell, rent or sub-license material from the Platform.
 - 8.3.4 Use this Platform in any way that limits or restricts user access.
 - 8.3.5 Use this Platform, or data collected therefrom, in relation to advertising and marketing including but not limited to e-mail marketing, SMS marketing, direct marketing and/or telemarketing.
 - 8.3.6 Use this Platform in any way that causes, or may cause, damage to this Platform or impairment of the availability or accessibility of the Platform; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
 - 8.3.7 Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Platform and circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Platform or the Services.
 - 8.3.8 Either directly or through the use of any device, software, internet Platform, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by the Taabur.

- 8.3.9 Either directly or through the use of any device, software, internet Platform, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms.
- 8.3.10 Use the Platform or the Services in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any of Taabur's server(s), or the network(s), computer systems / resource connected to any of Taabur's server(s), or interfere with any other person's use and enjoyment of the Platform or the Services.
- 8.3.11 Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform/Services.
- 8.3.12 Carry out any denial of service (DoS, DDoS) or any other harmful attacks on application or internet service or use the Platform or the Services for illegal or unlawful purposes.
- 8.3.13 Disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any of Taabur's Platforms or the Platform of any of Taabur's customer(s).
- 8.3.14 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform or the Services.
- 8.3.15 Attempt to gain unauthorized access to the Services, other accounts and computer systems through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform or the Services.
- 8.3.16 Incorporate the Platform or the Services into or retransmit via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Taabur in writing.
- 8.3.17 Create, recreate, distribute or advertise an index of any significant portion of the Platform or Services unless authorized by Taabur.
- 8.3.18 Use or launch any robots, spiders, offline readers etc. or any other automated system, that accesses the Platform or the Services in a manner that sends numerous automated requests to the Platform's servers in a given period of time, which a human cannot reasonably

send in the same period by using conventional web browsing application or tool(s) for similar purposes.

- 8.3.19 Send or post any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation like solicit login information or access an account belonging to someone else.
 - 8.3.20 Use the Platform, or the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Use.
 - 8.3.21 Impersonate or misrepresent your affiliation with any person or entity.
 - 8.3.22 Encourage or enable any other individual to do any of the foregoing.
 - 8.3.23 Not misconduct yourself in any manner which may lead to any criminal prosecution or legal proceedings.
 - 8.3.24 Not to use the Platform in any manner which is harmful, threatening, abusive, harassing, defamatory, libellous or otherwise objectionable, invasive of another individual's privacy.
 - 8.3.25 Violate any law for the time being in force.
- 8.4 Any unauthorized use of the Contents or the Services will result in termination of the limited license granted by Taabur. Use of Platform and/or the Services for any unauthorised purpose may result in severe civil and criminal penalties as prescribed under law for the time being. Further, in case of any misconduct between the Service User and the Service Provider during the user interface, Taabur shall not be responsible, however, Taabur may facilitate or assist in any legal proceedings that may be initiated due to such behaviour by providing any material/data which may be subject matter as evidence in such proceedings.

9. TERMINATION

Taabur may suspend or terminate any User's account and deny access to the Platform and/or Services at Taabur's sole discretion if:

- a. Any information provided during the registration process or thereafter proves to be false, misleading, inaccurate or incomplete.
- b. The User does not comply with or otherwise violates the Terms of Use.

10. DISCLAIMER OF WARRANTIES AND LIABILITY

- 10.1 You understand and agree that Taabur provides the Services on AS-IS WITH ALL FAULTS AND AS AVAILABLE basis. You agree that use of the Platform or the Services is at the risk of the User. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.
- 10.2 No representations, warranties or guarantees whatsoever are made by Taabur as to the:
- (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation;
 - (b) legal title, creditworthiness, identity etc. of any of the User.
 - (c) that the Service will be uninterrupted, timely, secure, or error-free;
 - (d) the quality of any Services, content, information, or other material on the Platform will meet your expectations or requirements;
 - (e) any errors in the Platform will be corrected.
 - (f) warranties against infringement of any third-party intellectual property or proprietary rights; or
 - (g) other warranties relating to performance, non-performance, or other acts or omissions of Taabur, its officers, directors, employees, affiliates, agents, licensors, or suppliers.

Taabur does not warrant that any of the software used and/or licensed in connection with the Services will be compatible with other third-party software or devices nor does it warrant that operation of the Services and the associated software will not damage or disrupt other software or hardware.

- 10.3 Taabur, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Platform or the Services, whether based on contract, tort, strict liability, or other theory.

11. INDEMNIFICATION

- 11.1 The User agrees to indemnify, defend and hold harmless, Taabur, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) from and against any losses, claims, damages, liabilities, including legal fees and

expenses, arising out of any claim due to or arising out of the violation of these Terms, including but not limited to:

- 11.1.1 a claim arising out of a breach or non- performance of the representations, warranties or covenants made hereunder.
 - 11.1.2 User's use or misuse of or access to the Platform and/or the Services.
 - 11.1.3 violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; or
 - 11.1.4 any claim that the User has caused damage to a third party.
 - 11.1.5 any claim made by a third party due to or arising out of the termination of the Service of the User.
- 11.2 Taabur reserves the right, at its own expense, to employ a separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, and the User agrees to cooperate with Taabur's defence of these claims.

12. LIMITATION OF LIABILITY

12.1 Notwithstanding anything contained in this Terms of Use, Taabur shall not be liable for any direct, indirect, punitive, special, consequential damages or any other damages, resulting from an act or omission from:

- a) Use or inability to use the Services and/or the Platform.
- b) Unauthorized access to or alteration of the User's data.
- c) any incident, mishappening, or any other event that occurs during the availing of such Services and/or standard of such Services provided by the Service Provider to the Service User.

12.2 Neither shall Taabur be responsible for any delay or inability to use the Platform, the provision of or failure to provide Services or otherwise arising out of the use of the Platform, whether based in contract or in tort, negligence or otherwise. Further, Taabur shall not be held liable for the non – availability of the Platform during periodic maintenance operations and/or any unplanned suspension of access to the Platform.

12.3 Taabur's total aggregate liability under this Terms of Use shall be limited to the amount paid for availing the Services in the preceding one (1) month.

13. GENERAL TERMS

13.1 **Relationship**

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between the User and Taabur and the User shall have no authority to bind Taabur in any manner, whatsoever. This agreement is solely for your and Taabur's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement, unless the contrary is stated.

13.2 **Assignment**

You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services. Any attempt by you to do so is void. Taabur may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity.

13.3 **Force Majeure**

Neither Taabur nor the User shall have any liability for any interruption or delay, to access the Platform due to Force Majeure Event. For the purposes of this clause, "**Force Majeure Event**" means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the person affected thereby and which causes or results in default or delay in performance by such affected person of any of its obligations under this agreement and includes but is not limited to an act of God, war, hostilities, civil commotion, strikes, lockouts, closure due to epidemics and / or pandemics, and other industrial disputes.

13.4 **Applicable Law**

These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against Taabur, you agree to submit to the exclusive jurisdiction of the courts at Delhi.

13.5 **Survival**

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the subscription.

13.6 **Non Waiver**

Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

13.7 **Entire Agreement**

These Terms constitute the entire agreement between you and Taabur with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14. DISCLAIMER

Any and all Services provided to you would be based upon the information provided by you on the Platform and otherwise. In case any information that should have been revealed is not revealed and/or is concealed whether purposefully or not and such non-disclosure or partial disclosure of information causes any loss or damage either to you or to the Platform then in such a scenario Taabur would not be liable to indemnify you, however, you would be liable to indemnify Taabur for any such loss.

Version 1.2 - Effective date: April 23, 2022