

TERMS OF SERVICE

Welcome to dinolab.in. The following Terms of Service ("ToS") govern all use of the [www.https://dinolab.in](https://dinolab.in) website (the "Website") by students in India and all content, services, features, activities, and products available at or through the Website, including, but not limited to, interactive lessons in the field of Mathematics (the "Lessons" and, together with all other content, services, features, activities and products available through the Website, the "Services").

The Services are provided by Dragonlearn Ltd., a company organized under the laws of the Republic of Cyprus, having its principal place of business at Kallipoleos, 15, AMARAL 30, Floor 2, Flat/office 202, 1055, Nicosia, Cyprus ("**Dinolab**").

Please read these ToS carefully before using the Services.

BY USING OR ACCESSING THE SERVICES, YOU UNDERSTAND AND AGREE TO ACCEPT AND ADHERE TO THE FOLLOWING TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, DINOLAB'S PRIVACY POLICY (COLLECTIVELY, THIS "USER AGREEMENT").

Date of issue of this User Agreement: 05.11.2020

If you do not agree with all the terms and conditions of this Agreement, please refrain from using the Website or the Services. These ToS may be amended from time to time and Dinolab will submit it to you by email. Your explicit acceptance of the new ToS upon logging into the Website shall constitute your consent to such changes. The user may terminate the modified Services within 45 (forty-five) days upon submitting of the new ToS.

1. Your responsibility for internet access

In order to use the Website, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access.

You have obtained and shall maintain all consents, licenses and necessary filings and settings for the Website and/or intellectual property rights related to any Services, to be available to you, and you shall guarantee that the Services will not be used in violation of any law, regulation or rights of third parties, including intellectual property rights, or to incite or facilitate such a violation.

2. User registration

Most areas of the Website will require registration. By registering, you represent and warrant that: a.) you are eligible for an account as set forth in these ToS; and b.) the personal information you include as part of the registration process is accurate, up to date and not misleading; and c.) you are entitled to access and use the Services according to any laws and /or regulations that may apply to you, notably but not limited to laws and / or regulations on protection of minors.

User accounts may be obtained and used only by individuals (i) who are eighteen years old (18) or of legal age in their country of residence, if such age exceeds eighteen (18), or (ii) whose

registration has been authorized by their parents or legal representative, if they are below legal age in their country of residence.

You agree to be solely and entirely responsible for maintaining the confidentiality of your user account, login and password and for any activity that may occur through your user account.

Upon obtaining an account, you shall have the access to the Services and the functionality that Dinolab may establish and maintain from time to time and in its sole discretion through the login and password that will be provided to you.

As a registered user, you further agree to update your Personal Information (as defined in the Privacy Policy) if needed and to be solely and entirely responsible for maintaining the confidentiality of your user account, login and password and any activity that may occur through your user account.

3. Prices

Dinolab provides both free and paid services. Teacher accounts are free, allowing you to use our exercises on an interactive whiteboard for group instruction and modeling. Individual student accounts require a paid subscription, as outlined on our pricing page. If you have any questions regarding our pricing, please contact us at: support@dinolab.in.

4. Supervising children

Dinolab is concerned about the safety and privacy of all its users, particularly children. For this reason, children should be assisted by their parents, legal representative, or teachers to access to the Service, by helping them in setting up any relevant accounts and supervise their access to the Website and to the Services. Dinolab agrees that students' personally identifiable information stays under the direct control of the school.

If you are a teacher you represent and warrant and Dinolab assumes that you have the express consent of the children's parents or legal representative to use the Service.

If a parent or legal representative becomes aware that his / her represented minor has registered with us without their express authorization, he or she should contact us using information at the end of this page. We will delete such accounts from our files within 5 working days.

Dinolab warns persons holding parental authority, legal representatives, or teachers on the diversity and the nature of the content available on the internet, which are likely to harm minors. So, parents, legal representatives, and teachers are encouraged to monitor the children when they connect. It is also reminded parents, legal representatives, or teachers, it belongs to them, on the one hand, to determine what Services available on the Website the minor child is allowed to use and, secondly, monitoring the use thereof as a result of these Services.

5. Indemnity

You agree to indemnify and hold Dinolab and its subsidiaries, affiliates, licensors, licensees, officers, agents, co-branders and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including without limitation reasonable legal fees, that may arise in connection with: (i) your use of and access to the Website and Services, including without limitation any text, logo, graphic, image, video,

music, or any kind of multimedia file (the "Content"), as well as your connection to the Website; (ii) your, your children's, or third party's failure to comply with any provision of the ToS; or (iii) any claim by a third party that any other use of the Website by you or your children infringes any intellectual property, other proprietary or privacy right of such third party or has otherwise caused damage to a third party.

6. Modifications to Services

Dinolab reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website and the Services (or any part thereof) with or without notice. You agree that Dinolab shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. Although Dinolab will take reasonable care in ensuring the Content is up to date, any of the Content may be out of date at any given time, and Dinolab is under no obligation to update such Content.

Dinolab may add, delete or change some or all of the Services. In that case, you will be notified by email of any changes and given the option to continue use or to terminate your account. You are responsible for paying all applicable taxes and for all hardware, software, service and any other costs that you incur to access your account.

7. Communication

By using this Website, it is deemed that you have consented to receiving calls, auto dialed and/or pre-recorded message calls, e-mails, from Dinolab at any time with the use of the telephone number and e-mail address that has been provided by you for the use of this Website which are subject to the Privacy Policy. The User agrees to receive promotional communication and news letters from Dinolab and its partners.

This includes contacting you through information received through other parties. The use of this Website is also your consent to receive SMSs from Dinolab at any time we deem fit. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls. The user can opt out from such communication and/or newsletters either by unsubscribing on the Website itself, or by contacting the customer services team and placing a request for unsubscribing by sending an email to support@dinolab.in.

The sharing of the information provided by you will be governed by the Privacy Policy and Dinolab will not give out such contact information of yours to third parties not connected with the Website.

8. Intellectual property

All Content and more generally every element displayed on or available through the Website are the exclusive property of Dinolab or are used by Dinolab with express permission of the copyright and/or trademark owner.

You acknowledge and agree that copyright, trademark or other intellectual property right infringement may result in civil and / or criminal penalties.

Dinolab grants you a limited, revocable, non-exclusive license to access the Website to, as applicable, research, view, make legitimate inquiries or comments and use Services, all in accordance with the ToS.

Any other use of the Website is expressly prohibited. Importantly, this license does not include any right of collection, aggregation, copying, duplication, display or derivative use of the Website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information which:

- a. belongs to another person and to which you do not have any right;
- b. harms minors in any way;
- c. infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- d. violates any law for the time being in force;
- e. deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- f. impersonates another person;
- g. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- h. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or
- i. is misleading or known to be false in any way.

9. User Obligations

You are a restricted user of this Website.

- a. You are bound not to cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website. With our prior permission limited use may be allowed. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

- b. You agree not to access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface that is provided by the Website. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website. You acknowledge and agree that by accessing or using the Website or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. Dinolab disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content.
- c. In places where this Website allows you to post or upload data/information, You undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, You undertake not to:
- i. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
 - ii. Engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);
 - iii. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - iv. Post any file that infringes the copyright, patent or trademark of other legal entities;
 - v. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
 - vi. Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner;
 - vii. Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of the website, including any website Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;

- viii. Disrupt or interfere with the security of, or otherwise cause harm to, the Website, system resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites;
- ix. Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section;
- x. Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this website or other third parties;
- xi. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- xii. Violate any applicable laws or regulations for the time being in force within or outside India;
- xiii. Violate the Terms of Service including but not limited to any applicable Additional Terms of the Website contained herein or elsewhere;
- xiv. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- xv. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or cause incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting any other nation;
- xvi. Publish, post, disseminate information that is false, inaccurate or misleading; violate any applicable laws or regulations for the time being in force in or outside India;
- xvii. Directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- xviii. Create liability for Dinolab or cause Dinolab to lose (in whole or in part) the services of its internet service provider ("ISPs") or other suppliers.

You shall not engage in advertising to, or in solicitation of, other users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to Dinolab. You may not transmit any chain letters or unsolicited commercial or junkemail to other users via the Website. It shall be a violation of these Terms of Service to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Dinolab without Our prior explicit consent. Dinolab can (and You hereby

expressly authorize Dinolab to) disclose any information about You to law enforcement or other government officials, as Dinolab, in its sole discretion, believes it necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. In order to protect Website's users from such advertising or solicitation, Dinolab reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which is deemed appropriate by Dinolab. You understand that Dinolab has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena.

Dinolab has no obligation to monitor the materials posted on the Website. Dinolab shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. In no event shall Dinolab assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from the use of content and/or appearance of content on the Website. You hereby represent and warrant that You have all necessary rights in and to all content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortuous, or otherwise unlawful information.

10. Viruses, Hacking and Other Offences

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may commit a criminal offence in a number of different jurisdictions. Dinolab may report any such breach to the relevant law enforcement authorities and Dinolab may cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Dinolab will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

11. Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

A. YOUR USE OF THE WEBSITE, AND ANY FEEDS FROM IT, IS AT YOUR SOLE RISK. THE WEBSITE, AND ANY FEEDS FROM IT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DINOLAB EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER

TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERM OF ACCURACY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY TERM AS TO THE PROVISION OF SERVICES TO A STANDARD OF REASONABLE CARE AND SKILL OR AS TO NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

B. DINOLAB MAKES NO WARRANTY OR REPRESENTATION THAT (I) THE WEBSITE, OR ANY FEEDS FROM IT, WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE, OR ANY FEEDS FROM IT, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, CONTENT OR ANY FEEDS FROM IT, WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE, OR ANY FEEDS FROM IT, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

D. COMMENTARY AND OTHER MATERIALS POSTED ON THE WEBSITE, OR CONTAINED IN ANY FEEDS FROM IT, ARE NOT INTENDED TO AMOUNT TO ADVICE ON WHICH RELIANCE SHOULD BE PLACED. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DINOLAB OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TOS AND DINOLAB DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS.

12. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT DINOLAB, UNLESS FRAUD OR GROSS NEGLIGENCE, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DINOLAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE, NOTABLY BUT NOT LIMITED TO THE UNAUTHORIZED ACCESS AND / OR USE BY A MINOR CHILD; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (IV) RESULTS OF THE WEBSITE, ANY WEBSITES LINKED TO IT AND ANY MATERIALS POSTED ON IT; OR (V) ANY OTHER MATTER RELATING TO THE WEBSITE.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OF THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. IF YOU DO NOT DO SO YOU EXPRESSLY WAIVE ANY RIGHT YOU HAVE TO DO SO.

13. Privacy

Our Privacy Policy explains how Dinolab collects, processes, uses and discloses registration information and other Personal Information about you. For the definition of Personal Information and full details, please see our Privacy Policy at <https://dinolab.in/privacy-policy>.

14. Exclusions and limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTHING IN THESE TOS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Notices

Notices to you may be made via either email or by post at the relevant email or postal address provided by you to Dinolab from time to time. The Website may also provide notices of changes to the ToS or other matters by displaying notices or links to notices to you generally on the Website.

16. Copyrights and Copyright Agents

Dinolab respects the intellectual property of others. If you believe that any of your intellectual property rights have been infringed on the Website, please provide Dinolab using contact information at the end of this page with the following information:

- a. an electronic or physical signature of the person authorised to act on behalf of the owner of the relevant right which is allegedly infringed;
- b. a description of each work subject to the relevant rights that you claim have been infringed;
- c. a description of the Content that you claim is infringing and where that material is located on the Website;
- d. your address, telephone number, and email address and such other information as may be reasonably required by Dinolab to enable Dinolab to contact you;
- e. a statement by you that you have a good faith belief that the disputed use is not authorised by the rights owner, its agent, or the law;
- f. a statement by you that the above information is accurate and that you are the rights owner or authorised to act on the rights owner's behalf.

17 Payments

The following payment options are available on the Website:

1. Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;

2. Visa & Master Card Debit cards;
3. Net banking/Direct Debit payments from select banks in India. A list of available options will be made available at the time of the Purchase.
4. Payment Wallets

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa / Master Card / Amex, the User will be required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card with VBV (Verified by Visa), MSC (MasterCard Secure Code) or any other applicable provider in order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favour of Dinolab.

The User is further aware that in case of third-party statements, including bank and credit card statements, the merchant name may appear in an abbreviated format, and Dinolab has no control over the same. To successfully subscribe on the Website, the User is required to complete the transaction by making the payment for the services opted for.

18. General Information

These ToS constitute the entire agreement between you and Dinolab in relation to their subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and Dinolab, whether oral or written in relation to such subject matter. You may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

19. Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

20. Applicable Law and Jurisdiction

These ToS and all matters arising out of or relating to these ToS shall be governed by the substantive laws of Republic of India, without regards to principles of conflicts of laws thereof.

Any controversy, claim or dispute between a user and Dinolab arising out of or in relation with these ToS shall be subject to the exclusive jurisdiction to the ordinary courts of New Delhi.

21. Questions or Suggestions

If you have questions or suggestions about these ToS, please contact us using information below:

DRAGONLEARN LTD (Cyprus)

Reg. number HE 376900

Kallipoleos, 15, AMARAL 30, 2nd floor, Flat/Office 202, 1055, Nicosia, Cyprus

Email: support@dinolab.in.