

Terms of Service:

These Terms of Service ("TOS") is a legal contract between HP India Sales Private Limited ("**Company**" / "**we**") and the entity or person ("**Customer**"/ "**You**"/ "**Your**") who accesses or uses the website, www.printlearncenter.com ("**PLC**"/ "**Website**"), or any services provided in connection with the Website ("**Services**").

These TOS constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 as amended from time to time.

Your use/access/browsing of the Website/ Services through any means or your registration on the Website (with or without payment/with or without subscription) shall signify Your acceptance of these TOS and Your agreement to be legally bound by the same.

If you do not agree with the TOS or the [Privacy Policy](#), please do not use the Website or avail the Services.

Certain provisions of these TOS may be superseded by expressly designated legal notices or terms located on pages of the Website and, in such circumstances, the expressly designated legal notice or term shall be deemed to be incorporated into these TOS and to supersede the provision(s) of these TOs to the extent that are designated as being superseded.

Rights of the Company:

The Company may, in its sole and absolute discretion, change these TOS from time to time. The Company will post notice of such changes on the applicable Website. If You object to any such changes, Your sole recourse shall be to cease using the Website/ Services. Continued use of the Website/ Services following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the modified terms and conditions.

The Company has the right to terminate/ cancel/ remove Your membership, account, payment, or other affiliation with the Website/ Services or change the Website / the information and material available on the Website as well as your eligibility criteria to access the Website or avail the Services or any part thereof at any time and for any reason without prior intimation.

Content:

For purpose of these TOS, "**Content**" includes but is not limited to any white papers, worksheets, presentations, webinars, communications, webpages, brochures, software, published works, photos, videos, audio-visual content, graphics, music, sounds, research, text, data, information, and other material that can be accessed, used, or downloaded from or through the Website. All Content forms part of the Services.

The Content / Services are developed based on the concepts covered in the structured curriculum / syllabus suggested for appropriate age groups. The Company does not endorse use of the Services as a substitute for the curriculum-based education provided by educational institutions but is intended only to supplement the same by explaining and presenting the concepts in a manner enabling easy understanding.

In the preparation of the Website and Content, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. The Company disclaims any responsibility for any errors and inaccuracy of the information that may be contained on the Website. Company also reserves the right and discretion to make any changes/corrections or withdraw/add to the Content / Services at any time without notice. The

Company will not be liable if, for any reason, access to all or any part of the Website or any Content is restricted or unavailable at any time. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on or through the Website for any particular purpose. You acknowledge that such Content, information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Certain Content on the Website may contain opinions and views of third parties. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, fitness of the Content, information or data for any particular purpose, completeness, accuracy, or adequacy of such Content, information and data provided on the Website.

Intellectual Property Rights:

Copyright and other intellectual property rights on the Website and all of its features and functionality including, without limitation, all information, Content, software, code, displays, graphics, design, materials, selections, arrangements, trademarks, and trade names contained on the Website are proprietary property of the Company or its licensors ("Proprietary Information").

All trademarks and trade names displayed on the Websites or within the Content are trademarks of the Company and/or its licensors. Notwithstanding anything in these TOS, you may not use such trademarks without the prior written permission of the trademark owner.

Subject to Your compliance with the provisions of these TOS, Company hereby grants You a limited, non-exclusive permission to access and to use the Website, including the Services and the Content for your personal and non-commercial use. You agree that the Content and the Proprietary Information is the sole property of the Company and is protected by the applicable laws. Except as expressly granted by these TOS, nothing on this Website shall be deemed to confer a license, assignment or any other right, interest or title to the Content and Proprietary Information belonging to the Company, in favour of the Customer or You.

The Company and its licensors exclusively own all rights, title and interest, including all associated intellectual property rights, in and to the Website, Services, and the Content.

You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, Services or Content.

Customer Obligations:

Persons who are "competent" to contract within the meaning of the Indian Contract Act, 1872 shall be eligible to register on the Website and avail the Services on their own behalf and on behalf of their children. The parent or legal guardian who registers on the Website shall be responsible for making the use of Website / Services available to their minor wards and the Company will not be responsible for any consequence that arises as a result of misuse of any kind of the Website/ Services under Your account. You warrant that all the data provided by You while registering with the Website is current, accurate and complete and that any minor to whom You make the use of the Website/ Services available to, has obtained Your consent. The Company reserves the right to terminate Your registration and / or refuse to provide You with access to the Website/ Services if it is discovered that You are under the age of eighteen (18) years or is otherwise not competent to contract 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.

Your personal and non-commercial use of this Website and Services shall be subjected to the following restrictions:

- You will not (a) copy, modify, or create a derivative works of the Website and/ or Services except that You may download the Content for your personal non-commercial use only, provided that You keep intact all copyright and other proprietary notices on the Content; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source codes/ object codes/ other parts of the Website; (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; (d) duplicate any portion of the Website or otherwise or otherwise impersonate, web-scrap or use technology to extract data/ Content from the Website; (e) or remove any copyright, trademark, or other proprietary notices from the Website and/or Services or the Content.
- You will not use the Website and/ or Services, including the Content for purposes that are not expressly permitted by: (i) these TOS; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.
- You will not (a) use this Website and/or Services, including the Content or any part thereof for commercial purposes of any kind, or (c) use the Website and/ or Services in any way that is unlawful or harms the Company or any other person or entity as determined by the Company.
- You should not commit 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 the Company or anyone else.
- Intentionally or unintentionally interfere with, or disrupt with the security of, or gain unauthorized access to user accounts, passwords, servers, or networks connected to or accessible through the Website, or otherwise cause harm to the Company, the Website and/ or Services or potentially expose them to liability or restrict or inhibit anyone's use or enjoyment of the Website or the Services.
- You should not provide, or contribute any false, inaccurate, or misleading information.

If any third party, including any competent authority, informs the Company, or if Company suspects that You are in violation of any of the above restrictions or these TOS, Company reserves the right to examine Your use of the Website and Service. On such examination, if Company finds any such violation, Company reserves the right to terminate these TOS and registration on the Website and discontinue Your subscription to the Services with immediate effect.

Disclaimer of Warranties:

THE WEBSITE, SERVICES AND CONTENT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE, SERVICES AND CONTENT IS WITH YOU. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE, SERVICES AND CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT THE WEBSITE, SERVICES OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE, SERVICES AND CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS ON THE WEBSITE, SERVICES OR THE IN THE CONTENT WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE

OF THE WEBSITE, SERVICES OR THE CONTENT OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR INFORMATION OBTAINED THROUGH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR FROM THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR THEIR SUPPLIERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY, "THE HP PARTIES") SHALL CREATE ANY WARRANTY. HP DISCLAIMS ALL EQUITABLE INDEMNITIES.

You acknowledge that any Content downloaded or otherwise obtained using the Services is done at your own discretion and risk and that You will be solely responsible for any damage to your computer system, or any other hardware and / or software and/or device, including loss of data or effect on the processing speed, resulting from Your use of the Website/ Services and Contents or download thereof.

Account creation:

Whenever You provide the Company with any Information for registration to avail the Services, You agree to (a) provide true, correct, complete and accurate information; (b) maintain and promptly update such information to keep it true, complete and accurate.

To register an account, You may also be asked to choose a password and a user name. Your username and password is personal to you and is not to be shared with anyone else. You are responsible for maintaining the confidentiality of the password and account, and You are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify the Company of any unauthorized use of Your password or account or any other breach of security. Without limiting any rights which the Company may otherwise have, the Company reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Website and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on Your account. Notwithstanding the above, the Company may rely on the authority of anyone accessing Your account or using Your password and in no event and under no circumstances shall the Company be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of the Company under this provision, (ii) any compromise of the confidentiality of Your account or password and (iii) any unauthorized access to Your account or use of your password. You may unsubscribe from the email if you wish to opt out of the email subscribing list.

Order placement & fulfilment:

You can register ("Order") for the Services listed on the website. Acceptance of Order is subject to receipt of payment. The Company however reserves its right to refuse to execute any transaction/s with any Customer without assigning any reason/s whatsoever.

Order received for memberships shall be processed/delivered in the form of activation of download tab under logged paged of the Customer. Upon payment confirmation, Customer will receive email with intimation of activation of membership for the subscribed plan and age group, Customer needs to follow these steps to get access to the membership/Services.

- a. Visit to www.printlearncenter.com and login using registered mobile number or email ID
- b. Once logged in to the page, Customer will be able to view the Content
- c. Customer shall have option of download and to subscribe for the Content, which can be printed and shared on WhatsApp / Email/ Facebook.
- d. These options shall be open only for the period of membership validity.

A claim for non-receipt of email will also not be taken up as reason for non-delivery of Services. The Customer will need to visit to the Website and login to access to the membership.

Payments:

1. The Customer can login using the User Id and Password and browse through the membership options available on the Website and choose one or multiple options, which can be added into their cart and proceed to checkout page.
2. On checkout page, the Customer may enter coupon code credentials, if available under appropriate section and basis that final pay-out amount will be shown on the checkout page.
3. The Customer will be re-directed to payment gateway page. This re-direction shall happen basis the payment transaction id and the Customer is advised to complete the payment process without closing the window.
4. Customer can choose a preferred mode of payment and fill up credentials and complete the steps. These credentials shall be directly validated by the bank/financial institutions, basis selection of the payment mode and the Company shall not have any access to such information.
5. Once payment request is approved by bank or Financial Institution, a successful status of payment shall be returned to the www.printlearncenter.com along with transaction ID.
6. On receipt of successful payment, the requested membership shall get activated under the Customer's account.
7. During the transaction for the subscription at www.printlearncenter.com, in case payment gets debited from the Customer's account and not reflecting on the www.printlearncenter.com account, it would mean that the subscription has not yet been activated. The Company does not hold any liability or play any role in the payment failure.
8. The payment shall get credited back into the Customer's account within 7-10 days as per the bank guidelines.

Mode of payment:

You can use various facilities, namely Credit/ Debit card payment through payment gateways, Net banking, UPI available on the Website for making payments. In case of use of Credit or Debit Cards or internet banking facilities to make payments, your information is secured through use of 128 bit Secure Socket Layer ("SSL") technology. You agree, understand and confirm that the Credit/Debit card used is lawfully owned or possessed by you and that you shall not pay or attempt to pay for Services using fraudulent credit card information. The Company confirms that it shall use reasonable measures to ensure security of the personal information and will not be shared with third parties, unless required for fraud verifications or by law, regulation or court order. Neither HP nor Service Provider shall be liable for any credit/ debit card & online payment fraud.

All online transactions will be routed through one of the Company's payment partners. Upon successful transaction, the payment partner will collect and remit the money to the Company. The Company upon receiving the payment will initiate order processing.

Upgrade to Premium:

Membership purchase/activations are purely based on the Customer action. Once the active membership is about to expire, the Customer will be intimated through SMS/Email on the registered mobile number and email address provided at the time of signing up. In case the Customer wishes to extend/ upgrade the membership, they will be directed to the payment gateway page where the Customer will have to follow the payment process once again to upgrade the membership for a further term.

No Refunds:

If the Customer subscribes to the Content and doesn't visit to the Website to avail the Services, the Company shall not be responsible for the same and this will not be accepted as the basis for claims for refund of payment.

Payments are non-refundable and there are no refund or credits for unused or partially used Services.

Price Changes:

The Company reserves the right to adjust pricing for the Services, or any components thereof in any manner and at any time as the Company may determine in the Company's sole and absolute discretion. Except as otherwise expressly provided for in these TOS, any price changes to your service will take effect following email notice to you.

Limitation of Liability:

The liability, if any, of the Company towards You and anyone claiming through or under You, under this Agreement shall be limited to the amount paid by You to the Company for the Services availed. The Company shall not be liable for any indirect, special or consequential costs or damages of whatever nature, including but not limited to, lost revenues or profits, downtime costs, loss or damage to data or other intangible losses, arising out of or in any way connected with the use of this Website/ Services and/or the Agreement or with the delay or inability to use this Website/ Services, or for any information, materials and/ or Content uploaded, posted, emailed, transmitted and/ or obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, negligence, strict liability or otherwise. This provision does not any liability which may not be excluded or limited by applicable law.

Indemnity:

You shall at all times fully indemnify and hold harmless the Company and associate companies, and their respective officers, directors, agents and employees, , from any and all costs, losses, claims, demands, damages and liabilities, actions including costs and reasonable attorneys' fees, suffered by any of them as a result of or in connection with a demand, action or claim made by any third party and/or penalty imposed, due to and/or arising out of the Customer's breach of the TOS and/or the Customer's violation of any law, rules or regulations and/or the infringement or breach by the Customer of the rights of any third party including, without limitation, infringement, obscene and/or indecent postings, and on-line defamation, of any copyright, trademark or other intellectual property or any other right of any person and/or entity.

Injunctive Relief:

In the event of Your breach of these TOS, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction or other equitable relief in the event such a breach or anticipated breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies under law or contract.

Use of the Website:

Although the Website may be accessible worldwide, the Company makes no representation that the Services and Content is appropriate or available for use in locations outside India. Those who choose to access the Website from other locations, can do so on their own initiative and at their own risk. If You choose to access the Website from outside India, You are responsible for compliance with local laws in your jurisdiction. Any offer and/or information made in connection with the Website is void where prohibited.

Privacy Policy:

By accessing or using the Website or the Services, You consent to the use of any information and data which You make available to Company, either through the Website or the Service or otherwise in accordance with these TOS and Company's Privacy Policy that can be viewed at [Privacy Policy](#) The Privacy Policy is deemed to be incorporated in, and forms part of these TOS.

Force Majeure:

The Company shall not be liable for any failure and/or delay on their part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the Customer by reason thereof if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein. Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake ,explosion, acts of God, civil commotion, pandemic, epidemic, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or Content or the Services.

Governing Law and Jurisdiction:

The transactions and use of this Website and the Services, including the Content shall be governed by, construed, interpreted, and enforced in accordance with the laws of India. All disputes with respect to any matter arising from or in connection with these TOS or the Website or the Services shall be conducted exclusively before the Courts at Bangalore, India and You agree to submit to and be subject to exclusive jurisdiction of the courts of Bangalore.

Grievance Redressal:

Any complaints, abuse, or concerns with regards to the use of the Website/ Services, including copyright infringement, processing and disclosure of Information provided by You or breach of these TOS or any applicable law should immediately be informed to the designated Grievance Officer mentioned below:

Kirti Joshi
HP India Sales Pvt Ltd
2Fl, 24 Salapuria Arena,
Hosur Main Road,
P.C 560030 Bangalore
Karnataka
contact@printlearncenter.com

Miscellaneous:

If any provision of this TOS is determined to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these TOS together with the Privacy Policy constitute the entire Agreement between the Parties shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these TOS. The Company may assign its rights and duties under these Terms of Service to any party at any time without notice to You.

The communications between the Company and You will be sent and received electronically. When You use the Website and provide any information on the Website; or when You click any of the buttons available on the Website; or when You send an e-mail to Company, You are communicating with Company through electronic records. You hereby consent that such electronic records, whether sent by You or automatically generated by the computer system when You click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by You. You agree that all electronic communication between the Company and You satisfies any legal requirements that such communications be in writing.

All notices to Company should be in writing and shall be made via e-mail to contact@printlearncenter.com or such other email address as notified here by the Company and all notices to You shall be made via e-mail to the e-mail address You provide at the time of Your registration or update under your account details on the Website from time to time.

You acknowledge that Your access to the Website and use of the Services, does not make You an employee or agency or partnership or joint venture or franchise of the Company.

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