



ARQAM
English School

Terms and Conditions

Use of the Platform or Services

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the Arqam English School website located at www.arqamenglishschool.com, and all associated sites linked to www.arqamenglishschool.com, or any similar platform (hereinafter collectively, the Arqam English School Platform, having its registered office at TATA NAGAR ,NEAR SUNNI JAMA MASJID OPP,C'BLOCK DEONAR MUNICIPAL COLONY GOVANDI MUMBAI 400043 on any device and/or before availing any services offered by Arqam English School on the Arqam English School Platform which may include services such as school fees, admission fees or any other service that may be offered by Arqam English School on the Arqam English School. For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Our Services, whether offered by ARQAM ENGLISH SCHOOL.

Acceptance

By registering on, accessing, browsing, downloading or using the ARQAM ENGLISH SCHOOL Platform for the specific purpose of submitting school fees, You agree to be bound by the single-sign-on form id terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each ARQAM ENGLISH SCHOOL Service (hereinafter collectively, the T&Cs). These T&Cs shall also include any additional or modified terms and conditions in relation to the admission form id or any additional or modified service-specific T&Cs in relation to any ARQAM ENGLISH SCHOOL Service or any future service that may be offered by ARQAM ENGLISH SCHOOL on the ARQAM ENGLISH SCHOOL Platform. By registering on, accessing, browsing, downloading, or using (as applicable) the ARQAM ENGLISH SCHOOL Platform or availing any ARQAM ENGLISH SCHOOL Service, You automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of

the T&Cs or do not wish to be bound by the T&Cs, You may not access, browse or use the ARQAM ENGLISH SCHOOL Platform and immediately terminate Your availing the ARQAM ENGLISH SCHOOL Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter Agreement) between You, being an student or parent of the ARQAM ENGLISH SCHOOL Platform or a customer, student of the ARQAM ENGLISH SCHOOL Services. All services are rendered by ARQAM ENGLISH SCHOOL through the ARQAM ENGLISH SCHOOL Platform under the brand name "ARQAM ENGLISH SCHOOL". Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, ARQAM ENGLISH SCHOOL, regarding Your use of ARQAM ENGLISH SCHOOL digital services (which includes admission fees and school fees), or any such other services which may be added on the ARQAM ENGLISH SCHOOL Platform and which will henceforth be a ARQAM ENGLISH SCHOOL Service, from time to time. The ARQAM ENGLISH SCHOOL Services shall be used by You subject to Your adherence with the T&Cs. As long as You accept and comply with these T&Cs, ARQAM ENGLISH SCHOOL grants You a personal, nonexclusive, non-transferable, limited, revocable privilege to enter and use the ARQAM ENGLISH SCHOOL Platform and/or avail the ARQAM ENGLISH SCHOOL Services.

Indemnification

You agree to indemnify, save, and hold ARQAM ENGLISH SCHOOL, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to:

- (i) Your use or misuse of the ARQAM ENGLISH SCHOOL Services or of the ARQAM ENGLISH SCHOOL Platform;
- (ii) any violation by You of this Agreement or the school Agreement; or
- (iii) any breach of the school made by You herein.

ARQAM ENGLISH SCHOOL reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify ARQAM ENGLISH SCHOOL, including rights to settle, and You agree to cooperate with we defense and settlement of these claims. We will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, ARQAM ENGLISH SCHOOL and its third-party partners disclaim all warranties or guarantees – whether statutory, express or implied – including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from ARQAM ENGLISH SCHOOL or through the ARQAM ENGLISH SCHOOL Services or the ARQAM ENGLISH SCHOOL Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, You expressly acknowledge that as used in this section, the term “ARQAM ENGLISH SCHOOL” includes ARQAM ENGLISH SCHOOL’s teachers, students, employees. You acknowledge that ARQAM ENGLISH SCHOOL (www.arqamenglishschool.com) is a purely school. You expressly agree that the use of the ARQAM ENGLISH SCHOOL Services on our Platform is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. We do not warrant that our Services will be uninterrupted or error-free or that defects in the site will be corrected. The ARQAM ENGLISH SCHOOL Services and our Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an “as is” and “as available,” “with all faults” basis and without warranties or representations of any kind either express or implied. ARQAM ENGLISH SCHOOL, and its partners do not warrant that the data, our software, functions, or any other information offered on or through our Services/ our Platform or any reference sites/ platforms/ services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. ARQAM ENGLISH SCHOOL and its branches do not warrant or make any representations regarding the use or the results of the use of Our Services/ Our Platform or any reference sites/ platforms/ services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through Our Services/ Our Platform or any reference sites/ platforms/ services at Your own discretion and risk and that You will be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive the termination of this Agreement. In no event will ARQAM ENGLISH SCHOOL be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business

interruption, loss of programs or information and the like) arising out of the use of or inability to use Our Platform.

Ownership; Proprietary Rights

The ARQAM ENGLISH SCHOOL Services and Our Platform are owned and operated by ARQAM ENGLISH SCHOOL for Social Welfare. The visual interfaces, fees submit process, graphics, design, compilation, information, computer code (including source code and object code), services, and all other elements of Our Services and Our Platform provided by ARQAM ENGLISH SCHOOL for education are protected by national conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and ARQAM ENGLISH SCHOOL, all services and programs contained on the property of ARQAM ENGLISH SCHOOL for Social Welfare. You agree not to remove, obscure or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Our Services/ Platform. Except as expressly authorized by ARQAM ENGLISH SCHOOL, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the services. ARQAM ENGLISH SCHOOL reserves all rights not expressly granted in this Agreement. If You have comments regarding Our Services and/or Our Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to ARQAM ENGLISH SCHOOL, and shall assign to ARQAM ENGLISH SCHOOL, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any ARQAM ENGLISH SCHOOL Service or our Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the students shall use all reasonable endeavors to resolve such Dispute amicably. If the students are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, ARQAM ENGLISH SCHOOL may elect to resolve any Dispute by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall

not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You may seek any interim or preliminary relief from a court of competent jurisdiction in Mumbai necessary to protect the rights or the property belonging to You or ARQAM ENGLISH SCHOOL (or any of our teachers, students, and non-teaching staff), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor ARQAM ENGLISH SCHOOL may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and ARQAM ENGLISH SCHOOL. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against ARQAM ENGLISH SCHOOL must be resolved by a court having jurisdiction in Mumbai, India. You agree to submit to the personal jurisdiction of the courts located within Mumbai, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.