



Terms of service

These terms of service and the [privacy policy](#) (collectively the “Terms”) constitute the legal contract between Hari TheLion Learning Technologies Pvt Ltd (“Company”, “We”, “Us”, “Our”) and you (“You”, “Your”, “User”,) for the use and access of this website (“Website”) and products & services provided by Us through this Website or any other mode including applications.

If the intended user is a minor, then the parent or the guardian of the minor has to subscribe for the products & services on behalf of the minor and shall be bound by the Terms herein. In such cases, the parent or the guardian shall be deemed as the User and shall be responsible and liable for the acts of the minor with respect to the use and access of the products & service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING ON “I ACCEPT” OR ACCESSING OR BROWSING OR USING THE WEBSITE OR REGISTERING FOR OR USING THE SERVICE, YOU AGREE TO ACCEPT THE TERMS HEREIN AND BE BOUND BY THE SAME. IF YOU DO NOT AGREE TO THE TERMS. PLEASE DO NOT BROWSE THE WEBSITE OR ACCESS THE PRODUCTS & SERVICES PROVIDED BY US.

1. Use: The products & services are for Your personal, non-commercial use only as long as You comply with the Terms herein and other guidelines, instructions and notices issued by Us, including timely payment of fees. Any other use is prohibited, unless permitted by Us. The right to access and use the products & services is non-transferrable and is limited to one User only. You shall be liable and responsible for all activities that occur under Your account. You will immediately notify the Company of any unauthorized use of Your account.
2. Restrictions: You shall not:
 - I. Copy, distribute, reproduce, publish or sell the products & services or any content therein;
 - II. Remove any trademark, copyright or any other intellectual property notices from the products & services or the contents therefrom;
 - III. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website, products & services;
 - IV. defame, harass, abuse, threaten or defraud Users of the Website and products & service, or collect, or attempt to collect, personal information about Users or third parties without their consent;
 - V. interfere with or damage operation of the Website or any User’s enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.
 - VI. Use any programs or methods to access, acquire, copy or monitor any portion of the Website or any products & services or any content therein, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website or any products & services.
 - VII. attempt to gain unauthorized access to the Website or any products & services or any other systems or networks connected to the Website or to any products & services offered, by hacking, password “mining” or any other illegitimate means.
 - VIII. 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 Company or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site

3. **Products & services:** Our products & services are provided on an “AS IS WHERE IS AND WHATEVER THERE IS” basis. While we undertake all reasonable efforts to ensure the accuracy, completeness and non-obsolescence of the contents in Our products & services, we do not accept any liability for any errors, incompleteness or obsolescence of the contents. Our products & services are intended to supplement and are not a substitute for the curriculum-based education provided by educational institutions. We do not warranty achievement of any specific result (such as achievement of certain percentages or passing of certain exams etc).
4. **Availability of service:** Access to the Website and products & services is dependent upon external factors such as internet availability. We cannot guarantee accessibility to the Website and products & services at all times. While we use commercially reasonable efforts to provide access to the Website and products & services at all times, We shall not be liable for non-availability of the Website and products & services during periodic maintenance operations or any unplanned suspension of access to the Website and products & services that may occur due to technical reasons or for any reason beyond Our control.
5. **Disclaimer:** Other than as expressly set out in these Terms or additional terms, We don't make any specific promises about the Website and/or the products & services. To the fullest extent possible, we disclaim all warranties, express or implied, including, but not limited to implied warranty of merchantability, fitness for a particular purpose or non-infringement.
6. **Registration:** For accessing the products & services, you will be required to furnish certain information and details necessary for registration. You will ensure that the account information provided by You is accurate, complete and up to date. Use, access and processing of personal data shall be as per the [privacy policy](#).
7. **Intellectual Property Rights:** As between You and Us, all trademark, copyright and other intellectual property rights in the products & services and the contents therein, belong to Us. This Website, the visual interfaces, graphics, design, compilation, information, educational videos, forum discussion comments, Teacher-Student live interactions, and exercises belong to Us and are protected by Indian and international intellectual property rights. This Website and the products & services are provided by Us and is a platform for You to interact, share and acquire knowledge. Therefore intellectual property rights contained in any interaction between teachers and students (whether live or otherwise), in any modifications, due error reported, comments of Users in forums, shall vest in Us to the extent permissible and You hereby agree to waive Your rights in respect of such materials. You agree that You shall not post or use any third-party material on this Website or on platforms provided by Us or in the products & services, unless You have received permission from those third parties.
8. You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) Your use of and access of the Website and products & services; (ii) Your violation of any term of these Terms or any other policy of the Company; (iii) Your

violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your use of the Website and/or products & services has caused damage to a third party. This clause will survive these Terms.

9. **Limitation of liability:** We will not be responsible for failure to achieve particular results or marks or percentages, lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, our total maximum liability for any and all claims under these Terms (whether based on contract, tort or otherwise), including for any implied warranties, is limited to the amount you paid us to use the products & services (or, if we choose, to supplying you the products & services again). In all cases, we will not be liable for any loss or damage that is not reasonably foreseeable.
10. **Compliance with laws:** You shall be responsible for compliance with all applicable laws of India while accessing and using the Website and the products & services.
11. **Modification:** We may modify, add or remove these Terms at any time. We will notify you of the changes and such change will be effective after 30 days of such notice.
12. **Dispute resolution and governing law:** We will try to solve any disagreements quickly and efficiently. However, if the dispute is not resolved amicably, we will settle it through arbitration. The arbitral tribunal shall consist of one arbitrator to be selected by Us. The decision of the arbitrator shall be final. It shall be held in Bangalore and in English. These Terms shall be subject to the Indian laws without regard to conflict of law principles.
13. **Jurisdiction:** The parties subject to the exclusive jurisdiction of the appropriate courts in Bangalore, India.
14. **Notice:** Notices shall be served either by e-mail or regular mail at the addresses provided by the parties.
15. **Entire Agreement:** The Terms and the [Privacy Policy](#), constitute the entire agreement between the parties with respect to the Website and the products & services offered by Us.
16. **Assignment:** You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. We can transfer our obligations and liabilities to any third parties without Your consent.
17. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
18. **Waiver:** Any failure by Us to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by Us of that provision or right.
19. **Relationship:** This agreement does not create any employer-employee or agency or partnership or joint venture relationship between us.
20. **Refund & Cancellation:** All our courses come with a trial period of 7 days from the date of payment. Access is provided to the app immediately after the payment, you can return the course and a refund will be initiated in case you do not like it.

A Refund Request will be deemed valid only if it is made through an email to support@harithelion.com, before 7 days from the date of payment. No Refund will be provided after 7 days from the date of payment. The course should be returned along



with the original invoice. Refunds shall be made to bank account within 15 working days of acceptance of refund from the Company after deducting a nominal amount as payment gateway charges.

Termination for misuse: The Company may terminate Your account and access to the Website and products & services with immediate effect if it is found that You have misused the products & Services or have breached the Terms. Prior to termination, the Company may suspend the account and access to the Website and products & service to investigate into the alleged misuse/breach.

21. Survivability clause: Clauses which by their very nature survive, shall survive the termination or expiry of this agreement.
22. Usage: We do not make any specific promises or guarantee any results for the student upon usage of our product. This product must be used to supplement/assist the regular studies of the student and cannot be used as a substitute.
23. Access: If the app is not accessible by the User due to network outages/network availability at the user's end, Company does not take any responsibility in this regard. If there are any other technical issues related to the web application, Company's technical team will support and resolve the issue as early as possible.
24. Disclaimer: The information contained in the web application has been curated by Company's experts and for educational purpose to aid better understanding and learning of a concept by the student. The content is provided by the Company and while we endeavour to keep the content up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the web application or the information, products, services, or related graphics contained on the web application for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, whatsoever arising from loss of data or profits arise out of, or in connection with, the use of this web application. Through this web application you are able to link to other websites which are not under the control of Hari TheLion Learning Technologies Pvt Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the web application up and running smoothly. However, Hari TheLion Learning Technologies Pvt Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

If you wish not to agree with any of the terms and conditions of this Policy, kindly refrain from using the Website, Application or its products or until satisfaction for you to use the same in writing by the Company, to avail any of these services.

Hari TheLion Learning Technologies Pvt Ltd
Email: support@harithelion.com
Website: www.harithelion.com
Web Application : <https://hari-the-lion.com>