

Movement & Me / P.L.A.N Membership: Terms & Conditions

Date of Last Revision: May 23, 2018

Welcome to the terms and conditions ("Terms") for the Movement & Me/ P.L.A.N membership. These Terms are between you and Shaping India Education LLP and/or its affiliates ("Movement & Me" / "P.L.A.N" or "Us" or "We") and govern our respective rights and obligations. Please note that your Registration to Movement & Me / P.L.A.N membership is also governed by the applicable terms, conditions, limitations, and requirements, all of which (as modified by Shaping India Education LLP from time to time) are and or shall be deemed incorporated into these Terms. If you sign up for a Movement & Me/ P.L.A.N membership, you accept these terms, conditions, limitations and requirements.

FEES

Payment as applicable (inclusive of applicable taxes) will entitle enrolment to Movement & Me / P.L.A.N membership program as a Movement & Me / P.L.A.N Member "with subscription for the period 1st June 2018 to 31st May 2019, termed as an annual/ one time subscription fee. These fees would be applicable only for the activities and assessments, conclave conducted at the specified location as agreed upon during the enrolment. As a norm, the fee is non-transferable to another person in lieu of inability to attend the program. The fee is non-refundable except as expressly set forth in these terms. Discounts and other benefits would be applicable as per the discretion of Shaping India Education LLP.

You can pay using Cash/ Cheque/ DD/ Credit Card/ Debit Card/ Net Banking/ E-Wallets/ Others on any of the available platforms including but not limited to www.online.shapingindia.com / retail partners & other online third party aggregators.

You agree to give us the rights to hold the assessment reports, certificates and other related information in lieu of non-payment of the agreed fees.

OTHER BENEFITS

Other benefits of the membership will be introduced from time to time.

YOUR RIGHTS AND PRIVACY POLICY

Purpose: Shaping India Education LLP ('Shaping India') is committed to protecting any personal information that we may receive while you access Shaping India. In particular, we believe it is important for you to know how we treat information about you that we may receive from the Shaping India Services accessed by you. This Privacy Policy is devised to help you feel more confident about the privacy and security of your personal details. When you leave your contact details please note that we are not bound to reply. 'You' shall mean you, the User of the Shaping India Services and 'Yourself' interpreted accordingly. 'We' / 'Us' means Shaping India Education LLP and 'Our' interpreted accordingly. 'Users' means the Users of the Shaping India collectively and/or individually as the context allows.

The Information We Collect: We receive both information that is directly provided to us, such as personal information You provide when You visit www.shapingindia.com, and information that is passively or automatically collected from You, such as information collected during personal visits, from the browser or device You used to access Our site or any of them. In this Privacy Policy, we refer to all this as the 'User Information'. To explain further.

Information You Provide To Us: There are portions of Shaping India where We may need to collect personal information from You for a specific purpose. For e.g. You can register, order services. In the course of these various offerings, we often seek to collect from Your various forms of information, such as: name, address, e-mail address, telephone/mobile number, fax number and credit / debit card information, UID, medical information. At some instances, you may also be able to submit Information about other people. For example, you might submit a person's name and e-mail address to assist You to manage Your Subscription Account or as an emergency contact information for us to contact him/her in case we are unable to contact you. This Information may include, for instance, a recipient's name, address, e-mail address, and telephone number.

Information That is Automatically Collected: In general, We, and Our third-party service providers or other business associates or partners (collectively 'Partners') may use automated means to collect various types of Information about You, your computer or other device used to access Shaping India. A representative, non-exhaustive list of the types of automatically collected information may include: network or Internet protocol address and type of browser You are using (e.g., Chrome, Safari, Firefox, Internet Explorer), the type of operating system You are using, (e.g., Microsoft Windows or Mac OS), mobile network, device identifiers, device settings, browser settings, the web pages of the Website You have visited, Website visited before and after You visited our Website, the type of handheld or mobile device used to view or avail our services (e.g., iOS, Android), location information, and the content and advertisements You have accessed, seen, forwarded and/or clicked on. Please see our Section titled Cookies, for more information about how the foregoing Information may be collected and used.

How We may use the User Information: By entering Your User Information, you accept that We may retain Your User Information, in India or outside India, and that it may be held by Us or any Partners that processes it, in India or outside India, on Our behalf. We, along with Our Partners, shall be entitled to Use Your User Information, in India or outside India, for any or all the following purposes:

- Provide and communicate with You about the services or Your Subscriber Account with us,
- Fulfil your requests regarding the services, including without limitation respond to your inquiries, communicate with You about our products or services that We believe may be of interest to You,
- Enforce the legal terms (including without limitation our policies and terms of service) that govern Your use of our Services, and/or for the purposes for which you provided the Information,
- Provide support including without limitation technical support for Shaping India or in connection with Our Services and/or Offerings,
- Prevent fraud or potentially illegal activities (including, without limitation, copyright infringement) on or through Our Services,
- Protect the safety of our other subscribers or Users,
- Perform analysis regarding how you use our Services or any part thereof such market research, including statistical analysis of User behaviour which We may disclose to third parties in depersonalised, aggregated form,
- In order to enable Us to comply with any requirements imposed on us by law,
- In order to send You periodic communications (this may include e-mail), about features, products and services, events and special offers,
- Such communications from us may include advertising for third party companies or organisations,
- In order to improve or customize our products, services offerings or our Services, target promotional communications, advertising and assess general effectiveness of such promotional

communications and advertising. Such promotional communications and advertising may include advertising for third party individuals, company or organisation,

- Administer and/or test our Services such as maintain databases; or otherwise support our Services,
- We reserve the right to post photos and videos taken/shot during our events on our related social media sites.

Information Sharing and Disclosures: We may disclose the User Information as follows: To service providers or Partners that we have engaged to perform business-related functions on our behalf. This may include without limitation service providers or Partners that: (a) conduct research and analytics; (b) create content; (c) provide customer, technical or operational support; (d) conduct or support marketing (such as email or advertising platforms); (e) fulfil orders and user requests; (f) handle payments; (g) host our Services, forums and online communities; (h) administer Shaping India Education LLP; (i) maintain databases; (j) otherwise support our Services and (k) testing of any or all Shaping India Services.

- In response to regulatory and/or legal process, for example, in response to a court order or a subpoena, a law enforcement or quasi-judicial body or government agency's request or similar request from industry bodies.
- With third parties in order to investigate, prevent, or take action (in our sole discretion) regarding potentially illegal activities, suspected fraud, situations involving potential threats to any person, us, or our Services, or violations of our policies, the law or our Terms of Use, to verify or enforce compliance with the policies governing our Shaping India Education LLP Services.
- We may transfer some or all of your Information if We, or one of our business units, undergoes a business transition, like a merger, acquisition by another company, or sale of all or part of our assets, or if a substantial portion of our or of a business unit's assets is sold or merged in this way.
- We may share the User Information with Our affiliates or group companies, so they can provide, improve and communicate with You about their own, or their marketing partners' products and services.
- We reserve the right to disclose and/or transfer the User Information to our Partners outside India. We will comply with all relevant Data Protection legislation in relation to the period for which We retain any User Information.

Security and Data Storing: Security is very important to Us. All security procedures are in place to protect the confidentiality, integrity and availability of Your User Information. We maintain strict physical, electronic, and administrative safeguards to protect Your User Information including your personal information from unauthorized or inappropriate access.

Linked Services: Any or all our Services may contain links to or integrations with other services and/or applications such as Google, YouTube, Netflix, Facebook, Twitter, LinkedIn, and other media services and platforms whose information practices may be different than ours. Visitors should consult these other services' privacy notices as we have no control over information that is submitted to, or collected by, these third parties.

Updates: We may change this privacy policy from time to time and You should check these regularly. Your use of the Website will be deemed an acceptance of the privacy policy existing at that time.

Cookies and Web Beacons: You should be aware that information and data may be automatically collected through the Use of Cookies or web beacons or similar tracking technologies. "Cookies" are

text files placed in your computer browser that store basic information that Shaping India Education LLP can use to recognise repeat site visits and as an example, recall Your name if this has been previously supplied. We may use this to understand Your service and/or internet usage, observe behaviour and compile aggregate data in order to improve or customize our products, services offerings or Shaping India, target the advertising and assess general effectiveness of such advertising. Cookies do not attach to Your system and damage Your files. If You do not want information collected through the Use of Cookies, there is a simple procedure in most browsers that allows You to deny or accept the Cookie feature. Note, however, that "personalised" services may be affected if the cookie option is disabled. For example, we may use Cookies to personalize Your experience at www.shapingindia.com (e.g., to recognize You by name when You return to Our website), save your password in password-protected areas. We also may use Cookies or other tracking technologies to help Us offer You products, offerings or services that may be of interest to You when You visit our website. These Cookies contain no information intended to identify You personally. The Cookies may be associated with de-identified demographic or other data linked to or derived from data You voluntarily have submitted to Us (e.g., your email address) that we may share with a service provider solely in hashed, non-human readable form. We and our Partners may also use "web beacons" or clear GIFs, or similar technologies, which are small pieces of code placed on Our website or in an email, to monitor the behaviour and collect data about the visitors viewing Our website or email. For example, web beacons may be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that Services. Web beacons may also be used to provide information on the effectiveness of our email campaigns (e.g., open rates, clicks, forwards, etc.).

LIMITATIONS

- Shaping India Education LLP may send you email/SMS/WhatsApp and other communications and promotional communication related to Shaping India Education LLP's Movement & Me/ P.L.A.N Program, your membership, other program, etc (regardless of any settings or preferences related to your Movement & Me/ P.L.A.N account).
- You may not transfer or assign your Movement & Me /P.L.A.N membership or any Movement & Me/ P.L.A.N benefits, except as allowed in these Terms.
- From time to time, Shaping India Education LLP may choose in its sole discretion to add or remove Movement & Me membership / P.L.A.N benefits.
- No two benefits offered under the Movement & Me /P.L.A.N membership can be used concurrently.
- Terms of use of specific benefits offered under the Movement & Me/ P.L.A.N membership will be governed by the corresponding specific terms and conditions specified therein.
- You confirm the information you provide us on our portal are accurate and have been provided by you at your own risks and understanding.
- You are aware that the assessments conducted are informal in nature and Shaping India Education LLP or its associated partners in no way are liable for discrepancies arisen.
- The response expressed during the program would be solely those of the subject in his/her private capacity (trainers or speakers) and do not in any way represent the views or any enforcement of/from the department of Movement & Me/P.L.A.N.
- You are responsible for maintaining the confidentiality of your OTP/ password and for restricting access to your computer so that others may not access the Website or applicable Other Channels using your name in whole or in part. Shaping India Education LLP reserves the right to terminate membership and deny access to the Website or applicable Other Channels to any person who violates these Terms and Conditions.
- We will not be liable for any virus that may enter Your system as a result of You using the Website / Facility. We make no warranty to You or third parties that the Website / Facility

- would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to You as a result of Your use of the Website/ Facility.
- You attend/participate in the Program/Events at your own risk. We accept no responsibility for any of the following:
 - In respect of any person prevented from entering a venue, or asked to leave due to their conduct.
 - Costs or expenses whatsoever or howsoever arising out of or in connection with any Event.
 - Loss or damage to personal property.
 - Personal injury, loss of life. Liability is specifically excluded in respect of any dietary, health or other special requirement of which we were not informed at the time of registering.
 - Loss of data, profit, revenue, use, business, anticipated savings, goodwill, reputation or opportunity, financial or economic loss or any indirect or consequential loss or damage.
 - We are not liable to you for any act or omission on your part.
 - Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
 - You agree to use our services at your own risk.
 - You have read our copyright notice and terms and conditions and you agree to them.

PAYMENT, REFUND, RETURN AND CANCELLATION POLICY

- You will be required to pay for the Activation and Subscription of the services of Movement & Me/P.L.A.N prior to the commencement of the services i.e. on a prepaid basis, unless otherwise informed by Us.
- All payments due to us will be debited via the mode of payment opted by you while subscribing to the Movement & Me/P.L.A.N program of Shaping India Education LLP.
- Please contact us on www.shapingindia.com for the exact amount payable towards the program.
- By accepting the terms and conditions, you are authorising us to automatically charge you the Subscription Fee and for any other payments or charges incurred by you for such amounts.
- We reserve the right to vary the prices for the Service from time to time. Please contact us on the contact information as provided on www.shapingindia.com for current pricing information and for other information regarding the Service.
- We suggest you to check your payment information twice before making your payment.
- Unless otherwise specified by us, you are responsible and liable for payment of all taxes, duties, levies and charges imposed by or under any Law in connection with the Service.
- You shall be entitled to only those discounts, credits or refunds as expressly authorised by us.
- We may from time to time, for any reason, change or discard any component of the way the program would be conducted thereof. In such cases, you will cooperate with us with the current component thereof. We will notify you of the details of the replacement or discarding of any component thereof.
- You shall be able to conduct financial transaction(s) connected with your Subscribed Account through multiple options as recognized by Shaping India Education LLP.

- You can request for cancellation of the Service via any of the modes made available by us to you for cancellation of the Service. Upon cancellation of the Service by us, the Subscription shall stand automatically terminated from the date of cancellation.
- In case of cancellation mid-way through the service, you will forfeit any further services as may be applicable otherwise. No part refund would be applicable in such scenario.
- As per the company policy there would be no refund or exchange permitted. However, in an unlikely event under your personal choice of you opting out of the services, Shaping India Education LLP would reserve the right to decide upon refunding the subscription amount at their own discretion.

Refund (if applicable)

- Online payment: a) The amount which would be refunded would be the same as received from the online Payment Gateway partner. Any deductions done before we receive the payment would be borne by the customer. All payment received for products or services acquired from us are covered under the refund policy as may be applicable on the various payment gateways available with us and chosen by the subscriber. A valid physical or online receipt should be available at the time of requesting for a refund.
- Cash: An email application for refund would require to be sent to us on info@shapingindia.com with the physical receipt of the payment for the team to reconcile and decide upon the procedure for refund. Refund (if applicable) would be made via cross cheque being issued in favour of the subscriber.
- Dual Payment: In case of dual payment complete documentary evidence of the dual payment would have to be provided in hard copy or via email to us on info@shapingindia.com
- After investigating, if the claim is verified and approved as per company policy as may be applicable, then your money will be refunded back to you within 35 working days from the date the claim was first reported.

Reactivation:

- We reserve the right to reactivate any deactivated Subscription at our sole discretion.
- On reactivation upon recharge, the Subscription Fee for any services during the Grace Period will be charged to and debited via the chosen mode of payment as available with Shaping India Education LLP.
- We reserve the right to charge any activation, upgrade or charges or fees upon such reactivation.

CONTENT

All of the information, content, services and software displayed on, transmitted through, or used in connection with the Website or Other Channels, including for example, advertising, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, and all other related matters, including without limitation, the selection and arrangement of the aforementioned and the "look and feel" of this website (collectively, the "Content"), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the intellectual property of Shaping India Education LLP, and its affiliated companies, licensors and suppliers. Shaping India Education LLP actively protects its rights to the Content to the fullest extent of the law. The copying, rearrangement, broadcast, rewriting for broadcast or publication, redistribution, modification, use or publication by you in any medium, directly or indirectly, of any such matters or any part of the Website, including

the removal or alteration of advertising, except for limited rights of use granted hereunder, is strictly prohibited. You may not use such material except as provided in these Terms and Conditions.

You may use the Content online and solely for your personal, non-commercial use, and you may download or print a single copy of any portion of the Content for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained in such Content. No other use is permitted unless otherwise expressly permitted by Shaping India Education LLP. You may not, for example, republish the Content on any Internet, Intranet or Extranet site or incorporate the Content in any database, compilation, archive or cache or store the Content in electronic form on your computer or mobile device unless otherwise expressly permitted by Shaping India Education LLP. You may not distribute any of the Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content without securing the prior written consent of Shaping India Education LLP.

The Content on this website and otherwise used for /during the program has been created by Educationists, Psychologists, and Experts based on their fullest knowledge and capacity.

Shaping India Education LLP is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to Shaping India Education LLP for any of their programs. Shaping India Education LLP has taken utmost care while creating the content using subject experts to determine the feasibility of its LSV's (Life Skills and Values) and leadership and networking (P.L.A.N) program. However we take no responsibility towards realism and adaptation of our program. All informal assessment and content is devised keeping end user in mind and to provide the best of the content and value for time, energy and money invested. However there is possibility for a third party to negate or challenge parts/full content from their perspective.

GENERAL

Agreement Changes

We may in our discretion change these Terms, or any aspect of Movement & Me/ P.L.A.N membership, without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued membership after we change these terms will constitute your acceptance of the changes.

Termination by Us

We may terminate your Movement & Me/ P.L.A.N membership without any refund in the event we determine, in our discretion, your conduct violates these Terms or any applicable law, or involves fraud or misuse of the Movement & Me membership, or is harmful to our interests or another user or is otherwise lawfully restrained or prohibited. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Limitation of Liability

In addition to other limitations and exclusions, in no event will we or our directors, officers, employees, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to Movement & Me/ P.L.A.N membership. Our total liability, whether in contract, warranty, tort (including negligence) or otherwise, will not exceed the last membership fee you paid. These exclusions and limitations of liability will apply to the fullest extent permitted by law and will survive cancellation or termination of your Movement & Me/ P.L.A.N membership.