

TERMS AND CONDITIONS

Effective date:

OVERVIEW

These Terms and Conditions (“**T&C**”) govern your use of the ‘www.thecricketrevolution.com’ website (**Website**), ‘The Cricket Revolution’ application (“**Application**”) and all other services or products made available to you through the Website and Application (collectively, “**Services**”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE AND APPLICATION OR ANY OF OUR SERVICES.

The Website and the Application are fully owned and operated by the legally registered entity KU Performance Services LLP (“**KUPSL**”), duly incorporated under the Limited Liability Partnership Act, 2008, and having its registered office at No. 7AS/1 A 1st cross, 4th Block, 2nd Phase, 3rd Stage, Bangalore, Karnataka – 560085.

By using or accessing any version of the Website or the Application or any of our Services, you agree to be bound by this T&C, the Privacy Policy and any other applicable law.

This constitutes as an electronic contract between YOU and KUPSL, as under the provisions of the Information Technology Act, 2000 (“**IT Act**”), and the rules made thereunder and the amended provisions pertaining to electronic documents/records in various statutes as amended, from time to time.

GENERAL

For the purposes of these T&C, “we”, “our” and “us” shall mean KUPSL, and/or third-party service providers engaged by KUPSL to render services on the Website and/or Application, and “you” and “your” shall mean the User of our Website and/or Application and/or any of our Services as laid out in this T&C.

As used herein, “User/s” shall mean anyone who uses or accesses the Website/Application/Services on any computer, mobile phone, tablet, console or other device (collectively, “**Device**”). The users include such persons who are creating User Content on the Website or Application.

Your continued use of the Website and/or the Application shall be constituted as your acceptance of the T&C, and your agreement to be legally bound by the same.

If you do not agree with these T&C or the Privacy Policy or the EULA, please do not access the Website or Application and use our Services.

1. TERMS AND CONDITIONS SUBJECT TO CHANGE

- 1.1.** We reserve the right to update or modify these T&C at any time without prior notice. Your use and access of the Website/Application/Services following any such change constitutes your agreement to follow and be bound by these T&C, as updated or

modified. For this reason, we encourage you to review these T&C each time you access and use the Services.

2. ELIGIBILITY

2.1. Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Website/Application/Services. Persons who are minors, un-discharged insolvents etc. are not eligible to register for Our products or Services. As a minor, if You wish to use Our Website/Application/Services, such use shall be made available to You by Your legal guardian or parents, who has agreed to these T&C. In the event a minor utilizes the Application/Website/Services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents.

2.2. You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&C. You shall not access and use the Website/Application/Services if you are not competent to contract under the applicable laws, rules and regulations.

3. PERSONAL INFORMATION

3.1. Your submission of personal information through our Website/Application or through the use of any of our Services is governed by our Privacy Policy, as updated from time to time.

4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1. The Website/Application/Services offered by KUPSL contains material which is owned by or licensed to KUPSL and is protected by law.

4.2. Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application, Website, Services and products are proprietary property of KUPSL ("Proprietary Information").

4.3. No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from KUPSL and nothing on this Application or Website or Services or products shall be deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to KUPSL, to the User.

4.4. You may own the medium or Device on which the information, content or materials resides, but KUPSL shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by KUPSL on such medium or Device.

4.5. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and You are not permitted to use the same without the consent of the respective third party.

5. TERMS OF USE

5.1. Your use of our products, Website, Application and Services is solely for Your personal and non-commercial use. Any use of the Application, Website, Services or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products and / or our Services shall be subjected to the following restrictions:

5.1.1. You may not decompile, reverse engineer, or disassemble the contents of the Application and / or our Website and/or Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or our Website and/or Services/products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or and / or our Website and/or Services/products.

5.1.2. You will not (a) use this Application and / or our Website and/or any of our product/s or Service/s for commercial purposes of any kind, or (b) advertise or sell the Application or any products, Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application and / or Website/our products and Services in any way that is unlawful, or harms KUPSL or any other person or entity as determined by KUPSL.

5.1.3. No User shall be permitted to perform any of the following prohibited activities while availing our Services:

- a) Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
- c) Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- d) Interfering with any other person's use or enjoyment of the Application/Website/Services;
- e) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing 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 anyone else;
- f) Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
- g) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- h) Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer

programming routines, code, files or such other programs that may harm the Application/services, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;

- i) Access or use the Application/Website/Services/products in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;
- j) Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms;
- k) Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;
- l) Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
- m) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/ Website/Services/products;
- n) Alter or modify any part of the Services;
- o) Use the Services for purposes that are not permitted by: (i) these T&C; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- p) Violate any of the terms specified under the T&C for the use of the Application /Website/Services/products.

6. USER CONTENT

6.1. By submitting content on or through the Website/Application/Services (your “Material”), you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Material in any and all media or distribution methods (now known or later developed) and to associate your Material with you, except as described below. You agree that others may use Your Material in the same way as any other content available through the Website/Application/Services. Other users of

the Services may fork, tweak and repurpose your Material in accordance with these T&C. If you delete your user account, your Material and name may remain available through our Services.

7. USER ACCOUNT

7.1. In order to access the Application/Website/Services and to avail the use of the Application/products, You may be required to register yourself with the Application/Services/products, and maintain an account with the Application/Services/products. You will be required to furnish certain information and details, including Your name, mobile number, e-mail address, residential address, grade/class of the student, school name, payment information (credit/debit card details) if required, and any other information deemed necessary by the Application.

With respect to the provision of information, the following may be noted:-

7.1.1. It is Your sole responsibility to ensure that the account information provided by You is accurate, complete and latest.

7.1.2. You shall be responsible for maintaining the confidentiality of the account information and for all activities that occur under Your account. You agree to (a) ensure that You successfully log out from Your account at the end of each session; and (b) immediately notify KUPSL of any unauthorized use of Your account. If there is reason to believe that there is likely to be a breach of security or misuse of Your account, we may request You to change the password or we may suspend Your account without any liability to KUPSL, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from Your failure to comply with this provision.

7.1.3. You acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and KUPSL cannot guarantee accessibility to the Application/Website at all times. In addition to the disclaimers set forth in the T&C, KUPSL shall not be liable to You for any damages arising from Your inability to log into Your account and access the services of the Application/Website at any time.

8. ERRORS, INACCURACIES AND OMISSIONS

8.1. In the preparation of the Application/Website/Services/products and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, KUPSL disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application. Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly.

8.2. KUPSL also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither KUSPL 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 Application/Website/Services/products for any particular purpose. You acknowledge that such 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.

9. OPTIONAL TOOLS

- 9.1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- 9.2. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 9.3. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 9.4. We may also, in the future, offer new services and/or features through the Application/Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these T&C.

10. THIRD PARTY LINKS

- 10.1. Certain content, products and services available via our Website/Application/Service may include materials from third-parties.
- 10.2. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 10.3. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

11. FORCE MAJEURE

- 11.1. We shall not be liable for failing to perform, or delay in performance of, any of its obligations if, and to the extent that, such failure or delay is caused by an event substantially beyond its control, including but not limited to acts of God, acts of the public enemy or governmental authority in its sovereign or contractual capacity (including but not limited to declaration of lockdown), war, terrorism, floods, fire, strikes, epidemics, pandemics, civil unrest or riots, and/or power outage or grid failure.

12. INDEMNIFICATION

- 12.1. You agree to defend, indemnify and hold harmless KUPSL, 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 attorney's fees) arising from: (i) Your use of and access of the Application/Website/Services; (ii) Your violation of any term of these T&C or any other policy of KUPSL; (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 Application/Website/Services has caused damage to a third party. This defence and indemnification obligation will survive these T&C.

13. WARRANTIES

13.1. The Website, Application and the Services are provided on an "AS IS" basis with all faults and without any warranty of any kind. KUPSL hereby disclaims all warranties and conditions with regard to the Website, Application/products and the Services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy, timeliness, performance, completeness, suitability and non-infringement. Additionally, KUPSL shall not be liable for any damages arising out of or in connection with the use or performance of this site, or the Application or the Services. Your use of any information or materials on this Website/Application/Services/products is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that services provided by us meet your specific requirements.

14. LIMITATION OF LIABILITY

14.1. In no event shall KUPSL be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the access, use or performance of the services, functions and features or for interruptions, delay, etc., even if we were advised of the possibility of damages resulting from the cost of getting substitute facilities on the services, any services, data, information or services purchased or obtained or messages received or transactions entered into through or from the services, unauthorized access to or alteration of your transmissions or data statements or conduct of anyone on the services, or inability to use the services, the provision of or failure to provide the functions and features, whether based on contract, tort, negligence, strict liability or otherwise. This clause shall survive in perpetuity.

15. CONFIDENTIALITY

15.1. You will not disclose any information provided to you including the User list, customers list, name and addresses, ideas, business model, processes, concepts etc. relating to us or the Application/Website/Services to any third party ("Confidential Information") that has been disclosed to you or come into your knowledge during your use of our Website/Application/Services.

15.2. You acknowledge and agree that the Confidential Information so provided to you shall at all times be the property of KUPSL and any breach of the same shall cause irreparable damage to us and you shall be held liable for any such loss.

16. TERMINATION AND CANCELLATION

16.1. KUPSL may block, restrict, disable, suspend or terminate the use of the Services at any time without giving any notice to you in case you are inter alia found to (i) be in breach of the terms of these T&C, the Privacy Policy and/or the EULA); (ii) violate any applicable laws; (iii) be infringing the intellectual property rights of any third party; (iv) be acting in a manner which may result into any claim against us.

16.2. Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of and access to the Application/Website and/ or Services and you must destroy any downloaded materials in your possession whether in electronic or printed format.

16.3. Any termination of your right to use or access the Application/Website and/ or the Services shall not affect liability incurred by you prior to such termination.

17. WAIVER

17.1. Any failure by KUPSL to enforce or exercise any provision of the T&C, or any related right, shall not constitute a waiver by KUPSL of that provision or right.

18. ASSIGNMENT

18.1. You cannot assign or otherwise transfer Your obligations under the T&C, or any right granted hereunder to any third party. KUPSL's rights under the T&C are freely transferable by the Company to any third parties without the requirement of seeking Your consent.

19. GENERAL CONDITIONS

19.1. We reserve the right to refuse access to our Application/Website/Service to anyone for any reason at any time.

19.2. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these T&C.

19.3. All notices served by us shall be provided via email or phone number to your account or as a general notification on the Website. Any notice to be provided to the Company should be sent to below mentioned Contact Information.

20. ENTIRE AGREEMENT AND SEVERABILITY

20.1. The T&C, along with the Privacy Policy and EULA, and any other guidelines made applicable to the Website/Application/Services from time to time, constitute the entire agreement between the Us and You with respect to your access to or use of the Application, Website and Services thereof.

20.2. If, for any reason, a court of competent jurisdiction finds any provision of the T&C, Privacy Policy and EULA or any 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 T&C, Privacy Policy and EULA shall continue in full force and effect.

21. GOVERNING LAW AND JURISDICTION

21.1. The T&C (and by extension, the Privacy Policy) shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the T&C shall be subject to the exclusive jurisdiction of the competent courts located in Bangalore and you hereby accede to and accept the jurisdiction of such courts.

22. GREIVANCE OFFICER AND CONTACT INFORMATION

Phone:

Email:

Address: No. 7AS/1 A 1st cross, 4th Block, 2nd Phase, 3rd Stage, Bangalore, Karnataka – 560085.