

# Terms of Service

Welcome to DreamBox Inc.'s Smart Lerner India Portal  
[www.smartlearnerindia.com](http://www.smartlearnerindia.com).

DreamBox's, user/s have access to webservices provided by accessing **Website (www.smartlearnerindia.com)**. By accessing, viewing, or using the Website, you indicate that you understand and intend these Terms of Service "Terms" to be the legal equivalent of a signed, written contract, and equally binding, and that you accept such Terms and agree to be legally bound by them. If you do not agree with the Terms, you are not granted permission to use the Website and should exit immediately.

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time. In the event of any discrepancy between the Terms and any Privacy Policy with respect to the content on Website, the provisions of this Terms shall prevail. **Our motive is to deliver best IT Services "Services" to our clients.** These terms of service cover your use and access to our Services.

Our **Privacy Policy** explains how we collect and use your information. By using our Services, you're agreeing to be bound by these Terms and our Privacy Policy. We reserve the right to modify these Terms and Privacy Policy at any time in our sole discretion, to reflect changes to the Services offered, any changes in the law or for any reason whatsoever, with or without any notification to you. We are under no obligation to notify the implementation of the modifications of these Terms. If you do not agree to the changes, you must discontinue the Services. Your use/access/browsing of the Website or registration (with or without payment/with or without subscription) through any means shall signify your acceptance of the Terms and your agreement to be legally bound by the same.

## Your Data & Your Permissions

When you use this Website, you provide us with things like contacts, personal information and so on ("Your Data"). Your Data is yours. These Terms don't give us any rights to share Your Data except for the limited rights that enable us to offer the Services.

## Our Data, Your Responsibilities

The Contents provided on Website are protected by copyright, trademark, and other Indian laws. These Terms don't grant you any right, title, or interest in the Services, contents, trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## **Restrictions on the Use of the Services**

You shall use the Services and the Website strictly in accordance with these Terms and shall not:

1. decompile, disassemble, reverse engineer or attempt to derive the source code of or in any manner decrypt the Website or any service provided;
2. not sell, rent, lease, distribute, broadcast, transfer, or assign your rights to the digital content;
3. make any modification, adaptation or improvement, enhancement, or derivative work from the Services or compile any portion of it in combination with your own programs, transfer it for use with another service;
4. violate any applicable laws or regulations including but not limited to copyright act regulations in connection with your access or use of the Website and the Content;
5. use the Website for any other purpose for which it is not designed or intended;
6. publish, copy, offer for sale or commercial rental, license or otherwise lend the content and Website or transfer the licenses or any rights;
7. use the Website or services for undertaking any hacking activities like breaching or attempt to breach the security of another user or attempt to gain access to any other person's computer, software or data without the knowledge and consent of such person;
8. use the Services for creating a service or software that is directly or indirectly, competitive with the Service provided by DreamBox;
9. derive any confidential information, processes, data or algorithms from the Website or Services;
10. circumvent the digital rights management mechanisms used by the Website and Services to access, reproduce, store, etc., any Data, in an unauthorized manner and access or attempt to access the Data by unauthorized means;
11. interrupt, destroy, alter, damage, delay, or limit the functionality or integrity of the Website including that of, any associated software;
12. interfere with the proper working of the Website or prevent others from using the Website; or may delete the copyright and other proprietary rights notices on the Website.

You agree that we shall have no liability for, and you agree to defend, indemnify and hold us harmless against, any claims, losses or damages arising out of, or in connection with, your unauthorized use of the Services and Website. You agree not to use the Services for any activity relating to infringement of any intellectual property rights, including any trademarks, service marks, or trade names, privacy rights, personality rights, or any other proprietary rights of any third party.

## **Payments**

Payment for Services. You agree to pay for Services you avail through the Service, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your use of the Service. You are responsible for the timely payment of all fees and for providing DreamBox with valid account and other details necessary to process payments.

**Disclaimer of Warranty and Liability.**

Use of Services is entirely at your own risk. Neither DreamBox, Inc. nor its affiliates are responsible for the consequences of reliance on any information contained in or submitted to the Service, and the risk of injury from the foregoing rests entirely with you. These materials are provided "as is" without warranty of any kind, either express or implied. DreamBox shall not be liable for any direct, special, indirect, incidental, consequential, or punitive damages, including without limitation, lost revenues or lost profits, which may result from the use of, access to, or inability to use these materials. Under no circumstances will the total liability of Logic Software, Inc. to you exceed the price paid for use of the service.