

Terms and Condition for the UOLO

1. This page (together with the documents referred to on it) tells Client the terms of use (the "Terms of Use") on which Client may make use of our website <http://app.theuolo.com/> ("Website"). Please read these Terms of Use carefully before Client further access the Website or download, install or use the UOLO Mobile Application ("App"). By using the website, downloading, installing or using the App, Client indicate that Client accept these Terms of Use and that Client agree to abide by them. Client's download, installation or use of the App constitutes Client's acceptance of these Terms of Use which takes effect on the date on which Client download, install or use the App. If Client do not agree with these Terms of Use, Client should cease downloading, installing or using the App immediately.
2. The Website and the App is operated by **UOLO Technology Pvt Ltd**, a Bangalore based company incorporated under the Companies Act, 1956 and its successors or assignees (and we refer to ourselves as "Company", "UOLO", "we", "us" or "our"). UOLO will provide services for Academic Year 2019-20.
3. The Company reserves the right to change these Terms of Use at any time without notice to the Client by posting changes on the Website or by updating the App to incorporate the new terms of use. Client are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Client's continued use of the App after changes are posted constitutes Client 's acceptance of the amended Terms of Use.

4. Confidentiality and Data Privacy

Each party will hold the other party's Confidential Information in confidence and will not disclose any such Confidential Information to any third party without first obtaining the disclosing party's express written consent. By way of illustration but not limitation "Confidential Information" includes (a) UOLO Technology's software, trade secrets, inventions, ideas and other works of authorship (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling.

Any information provided by **client** (Parent's and Employee phone numbers, student information etc) will not be disclosed and/or shared with any third party. Company will take all reasonable steps to keep information provided by **the client** as confidential.

5. Scope of Services

The scope of engagement will include:

- ✓ Availability of app on Android and IOS for all teachers and parents. Web portal access to all teachers and parents
- ✓ Training of school administrators and /or teachers on usage of the app
- ✓ Online training as and when requested by school administrators
- ✓ Support (through call center and email)

6. Customer Support

School administrators, Teachers and Parents can address their technical questions either through mail (support@theuolo.com) or by calling customer support number at

+91 08880191199 (9 AM - 6 PM, Mon - Sat)

Technical support team will determine the severity of any defect using the following priorities:

Severity 1 - "Fatal"

Errors that prevent useful work from being completed e.g. Server inaccessible. Resolution time will be 2 business hours.

Severity 2 - "Severe"

Errors that keep major functions from being performed but work around available e.g. Access to the server is slow, Time delay in response, Server accepts requests but not responding within acceptable time duration etc.

Resolution time will be 4 business hours.

Severity 3 - "Minimal"

Errors those are generally non-disabling or cosmetic e.g. Service is not accessible to a particular subscriber, etc.

Resolution time will be 8 business hours.

Severity 4 - "Other"

Errors or requests those are on business operations, e.g. Reconciliations etc Resolution time will be 2 business days.

Periodic status updates will be communicated to **the client** by phone / email.

7. Payment for Services

In consideration for the services, **client** agrees to pay the **company** as per the quote sent on the email provided by the client. Unless otherwise provided in the quote all fees need to be paid within 30 days of the date of the invoice. Any late payment may be subject to late penalty at the rate of 1% of total invoice amount per month.

8. Amendment / Renewal

Both the **company** and **the client** need to mutually agree to any amendment/ Renewal to this Agreement. Any changes in scope will be made in writing and approved by authorized representatives of the client and UOLO Technology.

9. Limitation of Liability

Any and all liabilities arising out of this Agreement shall be covered by the Company, up to the monetary value of the Service Fee.

10. Non-assignment

The Client shall not assign or transfer or purport to assign or transfer the contract between the Parties to any other person.

11. Miscellaneous

These Terms and Conditions contain all the terms agreed between the Parties regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between them prior to these Terms of Use except as expressly stated in these Terms of Use. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms of Use (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform these Terms of Use) and that party's only remedies shall be for breach of contract as provided in these Terms and Conditions.

These Terms of Use may only be modified by a written amendment signed by an authorized executive of the Company or by the posting of a revised version by the Company. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the App will be governed by the laws of India, excluding its conflict of law provisions. Any dispute or claim arising out of or in connection with these Terms of Use will be subject to the exclusive jurisdiction of courts at Bangalore, Karnataka. All dealings, correspondence and contacts between us shall be made or conducted in the English language. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. The Client may not assign their rights under this Agreement to any party. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

12. Trademarks

The name and logos and all related names, trademarks, service marks, design marks and slogans are the trademarks or service marks of the Company or their licensors.

13. Intellectual Property Rights

Between the Parties, the Company is the sole and exclusive owner or the licensee of all intellectual property rights on the website, and in the material published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.

14. Severability

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or

unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.