PRIVACY POLICY

Skoodle Learning Private Limited (operating under the brand name "ENTRAR"), is a growing edutech company, providing technology support and learning content to its Clients in general and educational institutions in particular.

This privacy policy applies to all Users who access / use the mobile application "Entrar" ("Application") and/or www.entrar.in/www.entrarlearning.com ("Website") managed by the Company – Skoodle Learning Private Limited. The Application and Website are together referred to "Platform".

Please read this privacy policy ("Policy") carefully before using the Application and/or Website along with the Terms of Use ("ToU") provided on the Application and on the Website. The Users are required to read and understand the Policy before submitting any Personal Information.

Your use of the Website and / or the Application, and / or registrations with us through any mode or use of any products shall signify your acceptance of this Policy and your agreement to be legally bound by the same. For the sake of brevity your use of 'Entrar' in any electronic form or device shall be bound by the terms and conditions enumerated and agreed upon hereunder with wilful and free consent.

If any User who does not agree with any of the terms and conditions of this Policy, is required to refrain from using the Platform.

User Provided Information:

The Platform records the information you provide when you download and/or register for the Platform. When you register with us, you generally provide (a) your name, age, email address, phone number, password and your ward's educational interests; (b) transaction-related information, such as when you make payments to the School; (c) information you provide us when you contact us for help; (d) information you enter into its system when using the Platform, such as while asking doubts, participating in discussions and taking tests. The said information collected from the Users could be categorized as

"Personal Information".

Entrar may use this Information to contact you from time to time, to provide you with the Services, important information and required notices. Entrar will request you when it needs more information that personally identifies you (personal information) or allows us to contact you.

In order to have access to all the features and benefits on our Platform, a User is required to first create an account on our Platform. To create an account, a User is required to provide Personal Information as may be required during the registration. Once the login ID and Password is created, Entrar will not differentiate between who is using the device to access the Platform, so long as the log in/access credentials match with yours. In order to make the best use of the Platform and enable your Information to be captured accurately on the Platform, it is essential that you have logged in using your own credentials.

A User can, at any time while using the Platform, have an option to withdraw your consent given earlier to it, to use such Personal Information. Withdrawal of the consent by a User is required to be sent in writing to us at the contact details provided in this Policy below. In any such event, Entrar or the Company fully reserves the right to withdraw further usage of the Application/Website or provide any further Services to the User.

Automatically Collected Information:

In addition, the Platform may collect certain information automatically, including, but not limited to, the type of mobile device the you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Platform. As is true for most Mobile applications, Entrar also collects other relevant information as per the permissions that you provide.

Entrar uses an outside processing company to enable the User to make payments for the services availed by the User on the Platform. Entrar does not retain, share, store or use personally identifiable information of the User related to payment.

Use of your Personal Information

While availing our services, you will provide access to Entrar with your Personal information. Entrar uses the collected Information to analyse trends, to conduct research, to administer the Platform, to learn about each User's learning patterns and movements around the Platform and to gather demographic information and usage behaviour about its User base as a whole. Entrar shall use your Personal information to communicate with you. The said communication can either be by calls, texts or mails. If at any time you wish to not receive any communication from our end, you opt-out of the same by writing to us at hello@entrar.in and hello@entrarlearning.com

Entrar may disclose Information:

- as required by law, such as to comply with any legal process;
- to enforce applicable ToU, including investigation of potential violations thereof;
- when it believes in good faith that the disclosure is necessary to protect its rights, protect your safety or the safety of others, investigate fraud, address security or technical issues or respond to a government request;
- with any third party service providers in order to personalize the Application/Website for a better user experience and to perform behavioural analysis;

Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with the consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with Entrar.

Access to your Personal Information:

Entrar will provide you with the means to ensure that your Personal Information is correct and current. If you have filled out a User Profile, it will provide an obvious way for you to access and change your profile on its Products. Entrar adopts stringent security measures to protect your password from being exposed or disclosed to anyone. However, we strongly recommend that the User reset/change the Password every SIX (6) Months. Entrar will have a right to reset the same for the User, with your prior approval as per standard web practices.

Cookies:

Entrar sends cookies (small files containing a string of characters) to your computer, thereby uniquely identifying your browser. Cookies are used to track your preferences, help you login faster, and aggregated to determine user trends. This data is used to improve its offerings, such as providing more content in areas of greater interest to a majority of users.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent.

Disclaimer:

Some of Entrar's features and services may not function properly if your cookies are disabled.

Alerts:

Entrar may alert you by email or phone (through sms/call) to inform you about new service offerings or other information which it perceives might be useful for you.

Security:

Entrar is concerned about safeguarding the confidentiality of your Information. Entrar provides physical, electronic, and procedural safeguards to protect Information it processes and maintains. Entrar limits access to this Information to authorized employees only, who need to know that information in order to operate, develop or improve its Application/Website. Please be aware that, although Entrar's endeavour is to provide stringent security, for information it possesses and maintains, no security system can prevent all potential security breaches.

Log information:

When you access Entrar's Website, its servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such

as your web request, internet protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.

<u>User Communications</u>:

When you send an email or other communication to Entrar, it may retain those communications in order to process your inquiries, respond to your requests and improve our Services.

Changes to this Statement:

As the Company (Skoodle Learning Private Limited) evolves, its privacy policy will need to evolve as well to cover new situations. You are advised to review this Policy regularly for any changes, as continued use is deemed approval of all changes. Entrar shall not be required to notify its Users of any changes made to this Policy.

Your Consent:

Entrar believes that every user of our Application/ Website (Platform) must be in a position to provide an informed consent prior to providing any Information required for the use of the Platform. By registering with it, you are expressly consenting to its collection, processing, storing, disclosing and handling of your information as set forth in this Policy now and as amended by us. Processing, your information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in India. If you reside outside India your information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

Contact Information:

If you have any Complaint or Grievance with respect to the Website and/or Privacy Policy and/or ToU, please feel free to write to us at: hello@entrar.in/hello@entrarlearning.com. All reasonable efforts will be made to address your grievance at the earliest possible opportunity.

Reach out to us on entrar.in/entrarlearning.com, in case of any queries.

Terms of Use

These Terms of Use ("Terms") are between Skoodle Learning Private Limited ("Company/We/Us/Our") and its Users ("User/You/Your") for (a) the use of our website www.entrar.in/www.entrarlearning.com ("Website"), our applications - Entrar ("Application") or any products or services in connection with the Application / Website ("Platform") or (b) any modes of registrations or use of our Platform. You agree to be bound by the provisions of these Terms and Conditions.

Please read these Terms and the Privacy Policy of the Company ("**Privacy Policy**") with respect to registration with us, the use of the Application, Website, carefully before using the Platform. In the event of any discrepancy between the Terms and any other policies with respect to the Application and/or Website, the provisions of the Terms shall prevail.

Your use/access/browsing of the Application and/or Website and/or registration (with or without payment/with or without subscription) through any means shall signify, Your acceptance of the Terms and are legally bound by the same.

If You do not agree with the Terms and/or the Privacy Policy, please do not use the Application or Website or avail the Services. Any access to our Services/Application through registrations/subscription is non-transferable.

1. Except as mentioned below, all information, content, material, trademarks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Application and/or Website are proprietary property of the Company ("Proprietary Information"). No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application and/or Website shall be or deemed to be conferring a license of and/or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User. You may own the medium on which the information, content

or materials resides, but the Company shall at all times retain full and complete title to the information, content or materials and all intellectual property rights inserted by the Company on such medium.

- 2. Your use of our Platform is solely for Your personal and non-commercial use. Any use of the Platform or the contents therein, other than for personal purposes is prohibited. Your personal and non-commercial use of this Platform and / or of our Services shall be subjected to the following restrictions:
 - (i) You may not decompile, reverse engineer, or disassemble the contents of the Application and / or of our Website and/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, or remove any Copyright, Trademark registration, or other proprietary notices from the contents of the Application and / or of our Website.
 - (ii) You will not (a) use this Application and / or our Website and/or any of our Services for commercial purposes of any kind, or (b) advertise or sell the Application or 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 and Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.
 - (iii) 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, libelous, vulgar, obscene, child-pornographic, doctored, 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 others to commit violence;

- c. Transmitting any 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 Company / 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 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, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website, 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, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website;
- l. Interfere with, or inhibit any user from using and enjoying access to the Application/Website, or engage in disruptive attacks such as denial of service attack on the Application/Website;
- m. Use robot, or other automatic device, program, algorithm or methodology, either to increase traffic to the Application/Website, or

- to access, acquire, copy any content or monitor any portion of the Application /Website;
- n. Alter or modify any part of the Website and/or Application;
- o. Violate any of the terms specified under the Terms for the use of the Application and/or Website.
- 3. In the preparation of the Application/Website and contents therein, every endeavour has been made to offer the most current, correct, and clearly expressed information possible, by Our team of subject matter experts. Nevertheless, inadvertent errors may occur. The Company disclaims any responsibility for any errors and accuracy of the information that may have crept in the Application. Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly. Company also reserves the right and discretion to make any changes/corrections or withdraw/add contents at any time without notice. Neither the Company 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 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.
- 4. Our Website / Application provides Users with access to compiled educational information and related sources. Such information is provided on an "As Is basis" and We assume no liability for the accuracy or completeness or use of such information. We shall not be liable to update or ensure continuity of such information contained on the Website. We would not be responsible for any errors, which might appear in such information, which is compiled from third party sources.
- 5. The contents of the Application/Website are developed on the concepts covered in the syllabus prescribed for students of various courses. The use of the Application/Website is not endorsed as a substitution to the curriculum based education provided by the educational institutions but is intended to supplement the same by explaining and presenting the concepts for easy understanding.

- 6. From time to time the Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse these website(s). We have no responsibility for the content of the linked website(s).
- 7. The Company may, based on any form of access to the Application (including free download/trials) or Services or Website or registrations through any source whatsoever, contact the User through sms, email, Whatsapp and call, to give information about its products as well as notifications on various important updates and/or to seek permission for demonstration of its products. The User expressly grants such permission to contact him/her through telephone, SMS, e-mail, Whatsapp and holds the Company indemnified against any liabilities including financial penalties, damages, expenses in case the User's mobile number is registered with Do not Call (DNC) database. By registering yourself, you agree to make your contact details available to Our employees, associates and partners so that you may be contacted for education information and promotions through telephone, SMS, email, Whatsapp etc.
- 8. Upon registration through any means whatsoever, the Company may contact You through the registered mobile number or e-mail or any other mobile number or contact number or email provided by You to enable effective provision of Services. The User expressly permits the Company to contact him/her and the student utilising the Services, through the above mentioned means at any time post registration.
- 9. The Company shall have the right to monitor the download and usage of the Application/Services and the contents thereof by the User/student, to analyze such usage and discuss the same with the User/student to enable effective and efficient usage of the Services. The User expressly permits the Company to clear the doubts of the student using the Application/online portal by answering the questions placed before it, providing study plans, informing of the progress, providing feedback, communicating with the student and mentoring the student through telephone or

e-mail on express consent of the legal guardian/parent of the User or through any other forum.

- 10. While the Company has made efforts to train the personnel engaged in the sales and services relating to its products to enable quality control, it makes no warranties or representations whatsoever regarding the quality and competence of such personnel and would not be responsible for any deviant behaviour of any such personnel. Any feedback from Users relating to the same is most welcome and Company reserves the right and discretion to take any action in this regard.
- 11. Access to certain elements of the Services including doubt clearance, mentoring services etc may be subject to separate terms and conditions. The Company reserves the right to determine the criteria for provision of various elements of its Services to the different categories of Users based on its policies. Hence, subscription to the Application/products or registrations do not automatically entitle the User to any and all elements of Services provided by the Company and the Company shall be entitled to exercise its discretion while providing access to and determining continuity of certain elements of Services. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of Our Services at Our discretion.
- 12. The Company's products and / or Services, including the Application and content, are compatible only with certain devices/tablets/instruments/software. It is upto the User to meet the compatibility requirements of the Software provided by the Company. The Company also reserves the right to upgrade the type of compatible devices as required from time to time.
- 13. The Company shall have no responsibility for any loss or damage caused to tablet or any other hardware and / or software and/or instrument, including loss of data or effect on the processing speed, resulting from Your use of our products and Services.
- 14. It is Your sole responsibility to ensure that the account information provided by You is accurate, complete and latest. You alone 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 the Company 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 the Company, 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. (c) You will reset / change your Password every SIX (6) months. You also acknowledge that Your ability to use Your account is dependent upon external factors such as internet service providers and internet network availability and the Company cannot guarantee accessibility to the Application at all times. In addition to the disclaimers set forth in the Terms, the Company 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 at any time.

- 15. Only Adults who are competent to contract, as provided under the governing laws, shall be eligible to register for the Application / Website. Persons who are minors, are not eligible to register for Our products or Services. As a minor if You wish to use Our Website / Application, such use shall be made available to You through Your legal Guardian or Parents, who have agreed to these Terms.
- 16. In the event a minor utilizes/accesses the Application/Website, 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. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of Our Application or Our Website that may occur by virtue of any person including a minor registering for the Services/products provided.
- 17. By using the products or Services You agree that all the data provided by You is accurate and complete and that the student using the Application has obtained the consent of parent/legal guardian (in case of minors). The Company reserves the right to terminate Your subscription and / or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your

parent/legal guardian or any information provided by You is inaccurate. It shall be Your sole responsibility to ensure that You meet the required qualification.

- 18. In no event shall the Company, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application / Website.
- 19. In the event of Your breach of these Terms, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.
- 20. Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Account, apart from any legal remedy that the Company can avail.
- 21. The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms 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. The Company has the right to change, modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Company shall not be liable to You or any third party

for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.

- 23. Subscription & Refund Policy: Please read the subscription terms and conditions carefully before subscribing to any of the subscription plans, as once you have subscribed you cannot change and/or cancel your subscription plan. Once you subscribe and make the required payment, it shall be final and there cannot be any changes or modification to the same and neither will there be any refund. You shall not give any unauthorized access or distribute or reproduce the content to a third party. In the event, the Company becomes aware of the User giving such unauthorized access to any third party or distributing or reproducing any content to any third parties, the Company reserves the right to immediately suspend or terminate the said User's account.
- 24. Notice: All notices served by the Company shall be provided via email to Your account or as a general notification on the Application/Website. Any notice to be provided to the Company should be sent to hello@entrar.in/hello@entrarlearning.com
- 25. Entire Agreement: The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application / Website from time to time, constitute the entire agreement between the Company and You with respect to Your access to or use of the Application, Website and the Services thereof.
- 26. Assignment: You cannot assign or otherwise transfer Your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking Your consent.
- 27. 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.

- 28. Waiver: Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.
- 29. Relationship: You acknowledge that Your participation in the Application does not make You an employee or agency or partnership or joint venture or franchise of the Company.
- 30. The Company provides these Terms so that You are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that the Company has given You a reasonable opportunity to review these Terms and that You have agreed to them.
- 30. Feedback: Any feedback You provide with respect to the Application shall be deemed to be non-confidential. The Company shall be free to use such information on an unrestricted basis. Under no circumstances shall the Company be held responsible in any manner for any content provided by other users even if such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.
- 31. **Customer Care:** The Company shall make all endeavors to provide You with a pleasant experience. In the unlikely event that You face any issues, please contact us at entrar.in/entrarlearning.com