

IDALS

(IDALS represented by Metamove Studio Private Limited)

Terms & Conditions

- **Acceptance of Terms**

This Agreement sets forth legally binding terms for your use of the Website. By using the Website, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Website) or you are a "Member" (which means that you have registered on the Website as a user). If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the website. You agree to be bound by any modification to this Agreement when you use the Website after any such modification is posted; it is therefore important that you review this Agreement regularly.

- **Minors**

"IDALS" content is not directed to persons under ten (10) years of age, and by providing information about yourself to

"IDALS" you are representing that you are ten (10) years of age or older.

- **General Registration Requirements**

If you wish to become a Member, communicate with our officials (as referred over website) for registration and you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the India or any other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Website and maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, "IDALS" reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and membership on the Website is void where prohibited.

- **Termination or Suspension of Account**

You agree that "IDALS" may at any time and for any reason, including a period of account inactivity, terminate your access to "IDALS" Services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability.

Preservation/Disclosure You acknowledge, consent and agree that "IDALS" may access, preserve and disclose your account

information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of

"IDALS", its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

- **Proprietary Rights**

All materials on the Website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by "IDALS". You acknowledge and agree that all Materials on the Website are made available for limited, non - commercial, personal use only.

- **Non-commercial Use**

The Service may not be used in connection with any commercial purposes, except as specifically approved by IDALS .Unauthorized framing of or linking to any of the Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

- **Responsibility for Content**

You, and not IDALS, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Website. IDALS does not control the Content posted via the Website and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will IDALS be liable in any way for any content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service

- **Rejection/Removal of Content**

You acknowledge that IDALS may or may not pre-screen Content posted on the Website, that IDALS is not responsible for behavior or comments of teachers and/or students and/or music on the Website, but that IDALS shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, IDALS shall have the right to remove from the Website any Content that violates this Agreement or is otherwise objectionable in the sole discretion of IDALS. If you become aware of misuse of the service by any person, please contact IDALS .

- **License to Your Content—**

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "Posting") any Content on or through the Website or the Service, you hereby grant to IDALS a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such content on and through the Website, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you,

and without your consent. If you wish to remove any content from the service, your ability to do so may depend on the type of content, the location and manner of posting, and other factors. You may contact us to request the removal of certain content you have posted, but IDALS has no obligation to remove any such content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such content and copies thereof. Notwithstanding the foregoing, a back -up or residual copy of any content posted by you may remain on IDALS database after the content appears to have been removed from the Website, and IDALS retains the rights to all such remaining copies

- **IDALS and Third Parties**

our website contains content **IDALS** and content of third party licensors to **IDALS** (including content provided by users of the Website, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. **IDALS** owns and retains all rights, title and interest in the **IDALS** content. **IDALS** hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the **IDALS** Content and any third party Content located on or available through the Website or Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing the Website and using the Service, except for content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display , make available, or sell any Content appearing on or through the Website or Service .

Any dealings with third parties included within or on the website involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. **IDALS** is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Website does not constitute an endorsement or recommendation of such third party or the product or services of such third party by **IDALS** or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Website is provided to you for informational purposes only. **IDALS** encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While **IDALS** works to ensure the information on the Website is current and accurate, **IDALS** does not warrant the accuracy of any information contained on the Website (including information provided by instructors) or its fitness for any particular purpose.

- **Other Sites**

Our Website may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. **IDALS** does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in any of the Website does not imply **IDALS** endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

- **International Use**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content; specifically you agree to comply with all applicable laws regarding the transmission of technical data exported from the India or the country in which you reside.

- **Privacy Policy**

IDALS respects your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in **IDALS** Privacy Policy. A complete statement of the current privacy policy can be found in **IDALS** Privacy Policy. The Privacy Policy is expressly incorporated into this Agreement by this reference.

- **Infringement Policy**

IDALS reserves the right in its sole discretion to immediately suspend and/or terminate access to the service or the website by any user who is alleged to have infringed on the intellectual property rights of **IDALS** or of a third party, or otherwise violated any intellectual property laws or regulations. **IDALS** policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want **IDALS** to delete, edit, or disable the material in question, you must provide **IDALS** with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit **IDALS** to locate the material; (d) information reasonably sufficient to permit **IDALS** to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to **IDALS** by e-mail with a return receipt acknowledgement.

- **Member Disputes**

You are solely responsible for your interactions with other Members. **IDALS** reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members .

- **Term and Termination**

This Agreement shall remain in full force and effect for so long as it is posted on any of the Website. You may terminate your membership at any time, for any reason, by following the instructions on the Website. If you wish to discontinue your subscription then the user must email us at connect@theidals.com within three working days from the date of subscription with valid reasons to discontinue with the subscription and the fee will be refunded within 4-5 business days. If the user applies for cancellation after three working days then the subscription fee shall not be refunded to the user. **IDALS** reserves the right to terminate your account or your access to the Website immediately, with or without notice to you, and without liability to you, if **IDALS** believes that you have breached any of the terms of this Agreement, furnished **IDALS** with false or misleading information, or interfered with use of the Website or the Service by others. When you close or de-activate your account or if your account is otherwise terminated, we have the right, but not the obligation, to store your personal information, settings, saved and completed classes, and teachers you have followed. Unless we have exercised our right to terminate your account, you can re-activate your account at any time by contacting us.

- **Membership**

No Sharing of credentials. Members of **IDALS** may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by **IDALS** as fraudulent use of the Website, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use. Following are the cases:

Fraudulent Use: **IDALS** reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.

Free Trial. We require that you provide a valid credit or debit card (“Payment Source”) at the time you register for a free trial to ensure that you have continued access to your membership after the expiration of the free trial period (“Free Trial”). **IDALS** will not bill your account until the Free Trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a Free Trial once. **IDALS** reserves the right to terminate any account that is using or trying to use more than one Free Trial.

All memberships are renewed based on payment of membership fees or course obtained. If membership is terminated due to a violation of this Agreement, **IDALS** will not reimburse the Member for the remainder of any paid month, nor will reimbursements be made for membership cancellations prior to any monthly renewal date. Members may cancel their membership at any time.

Pricing- When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If **IDALS** later increases the price of the subscription, **IDALS** will notify you. The increase will apply as per circular/notice issued by **IDALS**

- **Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE AND THE

MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, **IDALS**, ITS OFFICERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. **IDALS** MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR

COMPLETENESS OF THIS WEBSITE’S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF **IDALS** SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM

THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. **IDALS** DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND **IDALS** WILL NOT BE A PARTY TO OR IN ANY WAY BE

RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-

PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

- **Limitation on Liability**

IN NO EVENT SHALL **IDALS**, ITS OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM

ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY

UNAUTHORIZED ACCESS TO OR USE OF **IDALS** SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF

TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT **THE IDALS** IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT **IDALS** SHALL NOT BE LIABLE FOR CONTENT POSTED BY USERS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

ANY REFERENCE TO A PERSON, ENTITY, PRODUCT, OR SERVICE ON THIS WEBSITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION BY **IDALS** OR ANY OF ITS EMPLOYEES. **IDALS** IS NOT RESPONSIBLE FOR ANY THIRD PARTY CONTENT ON THE WEBSITE OR THIRD PARTY WEB PAGE ACCESSED FROM THIS WEBSITE, NOR DOES **IDALS** WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED IN A THIRD PARTY WEBSITE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

NO COMMUNICATION OF ANY KIND BETWEEN YOU AND **IDALS** OR A REPRESENTATIVE OF **IDALS** SHALL CONSTITUTE A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

IDALS RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED ON THE WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION IS VIOLATIVE OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE.

- **Exclusions and Limitations**

Those who access or use the website from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

- **Indemnity**

You agree to defend, indemnify and hold harmless **IDALS**, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement;

(iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Website.

- **Additional Terms**

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Website, to obtain certain premium content through the Website, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

- **Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the service or any of the website (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the Website.

- **Assignment**

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by **IDALS** without restriction.

- **Integration Clause**

This Agreement together with the Privacy Policy and any other legal notices published by **IDALS** on the website shall constitute the entire agreement between you and **IDALS** concerning the website and governs your use of the website and service, superseding any prior agreements between you and **IDALS** with respect to the website and service.

- **Waiver and Severability of Terms**

The failure of **IDALS** to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

- **Governing Law and Venue**

This Agreement shall be governed by the laws of the Indian Jurisdiction, without conflict of laws principles. Any claim or dispute between you and **IDALS** that arises in whole or in part from the website shall be decided exclusively by a court of competent jurisdiction located in Mumbai (India).

- **General**

IDALS reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.