

TERMS OF SERVICE

Welcome to the Mobile Application **Starkwizz** (hereinafter referred to as **Starkwizz** or **Starkwizz App** or **Application** or **App**) and its Website <https://www.lavniasirans.in>, <https://www.starkwizz.com> (hereinafter referred to as **Starkwizz Website** or **Website**). The **Starkwizz App** and the **Starkwizz Website** or any **Application** and/or **Website** and/or **Product** and/or **Services** in connection with the **Starkwizz App** and/or **Starkwizz Website** provided to you, hereinafter collectively referred to as the **Starkwizz Platform** or **Platform** is owned and operated by **LAVNI ASIRANS PRIVATE LIMITED**, a company incorporated under the Companies Act 2013.

Accessing, viewing, browsing and using of the **Starkwizz platform** in any way or in any modes of registration, or usage of platform or products, including through SD cards, tablets or other storage / transmitting device is subject to these following **Terms of Service** (hereinafter referred to as **User Agreement**) between **LAVNI ASIRANS PRIVATE LIMITED** (hereinafter referred to as **LAVNI ASIRANS** or **company** or **We/we** or **Our/our** or **Us/us**) and its **user** (hereinafter referred to as **User/user** or **Your/your** or **You/you**).

The "**Terms of Service**" document is written in English and is available in no other language, which constitutes an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries Guidelines) Rules, 2011.

We recommend that users and/or parents (compulsory in case of the student or user is minor) read and understand these Terms of Service of the company prior to entering our application or platform. By accessing or using this application or platform (with or without payment / subscription), you agree to be bound by these Terms of Service set forth herein along with the Privacy Policy and any other Policies, including any future modifications made available by the company .

If you do not agree to abide by these Terms of Service, you have no right to access or use our application / website / products / services and you should immediately discontinue (if) accessing or using our platform.

- **DESCRIPTION**

Starkwizz provides you with various platform and features which provides online Practice Tests Series (5 steps test for all the academic subject and chapter), Surprise Tests, Starkwizz Scholarship Tests, Talent Hunts Competitions, Sponsored Events Test, and Rewards for school students. This including detailed information and offers availed from various educational hubs/organizations which related to the school student's daily necessary and that to be nearby the user's location.

- **USER TYPES**

There are basically three types of users selective for the purpose of use the application / website, such as Students, Parents, and Teachers (i) **Students** are allow to participates in various online mock Tests, practice test and scholarships exam, to improve their learning and testing skills, time management, competent skills, with boost up their school exam performance. (ii) **Parents** have the key role for their children by helping hand in their education and travel with them with true inspiration throughout the Starkwizz journey. Parents or Legal Guardians can able to open a "Parent Account" for their child belongs to minor age or may assist them to create a student account and help them enrol in courses and tests that are appropriate for them (iii) The **Teachers** have an important role to educate, imparts knowledge, add good values and motivate their students to accept modern-day challenges and ways to resolve them through attaining regular exercise, test and practice. Also can able to open a "Teacher Account" and enrol students for using the Starkwizz platform with follow up their Starkwizz results, performance and other activities on regular basis. These Terms of Service apply to all users of the Starkwizz platform, including educators who are also contributors of user content on the Starkwizz platform.

- **ELIGIBILITY**

Services with this Starkwizz platform would be available to only select geographies in India and is available only to users / persons, who can form legally binding contracts under Indian laws. If you are below 14 years of age, then your parent or legal guardian may open a parent account for you or may assist you to open a student account and help you enrol in courses and tests that are appropriate for you. By agreeing to these Terms of

Service of our company (i) You represent that you are legally competent to enter into this agreement (ii) You are absolutely of sound mind, (iii) You are either 14 years of age or more than, or possess parental or legal guardian support and consent, and are fully able and competent to enter into this platform. However, if you are a minor, i.e. under the age of 18 years, you may only use this platform under the consent, support, supervision and involvement of a parent or legal guardian who agrees to be bound by these Terms of Service. We consider that your parents are well aware of Starkwizz account and the activities that are being carried out by you. We reserves the right to refuse access to this platform to any users or to suspend or terminate access granted to any existing registered users at any time if it is discovered or brought to its notice that you are a minor and used our Platform without the prior consent or knowledge of your parents or legal guardian.

- **REGISTRATION**

To use any of / all the features provided in the application or website, it is compulsory to register with create an account and become a user of Starkwizz. To create an account you need to provide your basic information and choose a username and password. In connection with registering for and using this platform, you must have agree and follow with the following conditions.

1. You are required to provide current, accurate with complete identifiable and demographic information about you and/or your organization as requested to you during the time of registration. Your exact information and personal details help in associating a healthy relationship with the company and is further required for future establishments.
2. Collection of your personal and other information is subject to the privacy policy of the company, which must be read as part and parcel of these Terms of Service.
3. You have to maintain the confidentiality of your password and other information related to the security of your account.
4. You are advised and will agree not to share your password with anyone and if you notice any unauthorized access to your account, you should immediately change your password and report to us at our customer support email ID.
5. You agree to ensure that you logout or exit from your account at the end of each session. We will not liable for any loss or damage arising from your negligence to comply with this point.
6. You will be fully responsible for safeguarding your username and password and will take sole responsibility for all activities or actions that occur in or through your Starkwizz account.
7. The company hold the right and sole discretion to terminate or suspend your account permanently with or without any notice, In case of (a) providing false or inaccurate information by you to the company to create an account, or (b) using of another user's account information (strictly prohibited) for availing the services, or (c) in case we notice any illegal activity on or from your account, or (d) if we have reason to believe that any information provided by you is false, inaccurate or incomplete.
8. The company reserves the right to seek proof of age, identification, nationality etc. from the users at any time during their journey of Starkwizz platform.

- **PLANS AND SUBSCRIPTION**

Students or users must well-known about the subscription, subscription area, plans or products, subscription fees, and subscription period, and services, as follows:

The subscription means our services in allowing you access to the plan or product during the subscription period via the subscription area; the subscription area means the restricted area of the Application or Website accessible via the account following the purchase of a subscription where you may access the plan or product during the subscription period, contained numbers of tests and benefits including any demonstration or free test; the subscription fees means our fees for a subscription to a plan or product as indicated on the application or website and subject to change at any time without your prior consent or permission; the subscription period (yearly) means the validity of your selected plan or product commencing on the date that you receive our confirmation e-mail or SMS or notification and automatically expiring later during which you are permitted access to the plan or product via the subscription area; the services means our services in allowing and facilitating your access to the subscription area and to the plan or product.

- **REWARD POLICY**

The company will select the title holders and winners throughout various tests and competitions based on the terms of rewards procedure. User can be rewarded with various attractive prizes such as medal, certificate, trophy, electronic gadgets, Starkwizz's t-shirts, caps and/or school bags according to their brilliance and extraordinary performance. Users have to specify their proper address on their respective profile page (location) of this application, to which the courier / shipment has to be made for reward delivery. In case of any changes in the address, you need to specify the same on your profile page (location) well as soon as possible. Any inconsistencies in name or address will result in non-delivery of the reward and the company is not responsible for the same. In such cases if the winner cannot be contacted at the email address provided by him/her, or does not claim the prize, the company reserves the right to cancel the prize of such winner. The company is not responsible and/or do not entertain or accept any user's claim for return or exchange of prize materials, if in case of any printing or manufacturing defect arise or if it seems any damaged, opened or tampered with the reward package after complete delivered to the user. Therefore we request you not to accept any reward package that seems to be tampered with, opened or damaged at the time of delivery.

The company reserves the right that it may during any time in its sole discretion, change / modify / add / delete / cancel / withdraw part or whole rewards systems or amend any rules governing based on the test / competition and reward procedure without any prior notice to or consent of any user/participant. You agree that, the company do not guarantee or take any responsibility, and no further liability shall be held against the company, its directors, officers, employees, or agents, and also you are not liable to raise any complaint or action if any mistakes will happen due to wrong marking, miss judgement, or wrong selection of a candidate for victor and/or for granting of reward. Further you agree that in case any disputes, differences, etc. in relation to the competition and rewards, the decision of the company shall be final.

- **ACCESS, PERMISSIONS & RESTRICTIONS**

This Starkwizz platform, including all images, audio files, video files and other content therein, and any other information, property and rights granted or provided to you on "as is" basis. To access, view and use of this "Starkwizz platform" the company hereby grant you a limited period non-exclusive, revocable, non-transferable license in accordance with the Terms of Service subject to the following conditions.

1. You may access and use the content solely for personal, informational, and internal purposes.
2. You shall not distribute or sell, rent, license the features or content available in this platform.
3. You shall not tamper with, modify or alter any content made available to you.
4. You shall not remove any text, copyright or other proprietary notices contained in this platform.
5. You shall not access or use this platform in such manner that may cause damage, disable or overburden any of the Starkwizz platform's networks or servers on which the application or Starkwizz platform is hosted.
6. You shall not attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide this platform.
7. You shall not transmitting, storing or supplying of any electronic data or copies of content or any other materials contained on this platform for purposes not expressly permitted by these terms and/or protected by copyright act without the permission of the company's superior authority.
8. You shall not use any robot, deep-links, page-scrape, spider or any other automatic devices, and/or program, algorithm or methodology, or any similar or equivalent manual process, methods or technology to increase traffic to this platform, or to access, acquire, copy or monitor any portion of this platform or content or materials, or in any way reproduce or circumvent the navigational structure or presentation of this platform, content or any materials, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through this platform.
9. You shall not use our platform in connection with the distribution or posting of malicious or containing / promoting any commercial unsolicited or junk email ("spam") or network.

10. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the company and/or its affiliates without the express written consent of the company.
11. You may not use any meta tags or any other "hidden text" utilizing the company's or its product's name or trademarks without the express written consent of the company.
12. You shall not derivative use of this platform or its contents; any downloading or copying of account information for the benefit of another merchant.
13. You shall not engage in advertising to, or in solicitation of, other users of this platform to buy or sell any products or services, including but not limited to products or services related to that being displayed on this platform or related to us.
14. You shall not attempt to gain unauthorized access to any portion or feature of this platform, or any other systems or networks connected to this platform or to any server, computer, network, or to any of the services offered on or through this platform, by hacking, 'password mining' or any other illegitimate means.

- **USER CONTENT AND CONDUCT**

This Starkwizz platform if allow its users to creating post, submitting user comments, upload any content or material including images and/or videos on the platform and as a Starkwizz user you have to undertake with ensure that such content or material is in accordance with the following rules and regulations as applicable by laws.

You agree and undertake not to host, display, submit post, upload, update, modify, publish, transmit or share any information or content that belongs to the following points:-

- Harms minors or to any person or group in any way.
- Defames or vilifies to any person or people, and religion and/or religious group in any way and in any manner.
- False and/or misleading any human being or group through any way and/or offer or disseminate fraudulent goods, services, schemes or promotions.
- Unlawful, harmful, vulgar, defamatory, threatening, abusive, lascivious, pornographic, obscene, libellous, hateful, or racially, invasive of another's privacy, blasphemous, indecent, ethnically or otherwise objectionable.
- Insulting, stalking, and intimidating to any person or group in any way and/or in any manner.
- Harassing any person or group for financial gain.
- Insists and/or inciting and/or encourage any person or group to commit violence or any criminal offence and/or cause any injury to any person or otherwise objectionable that breaches any relevant laws, regulations or code of conduct.
- Infringe the intellectual property rights or other rights of any person or entity, including but not limited to copyright, moral rights, trademark, trademark secret, patent or rights of privacy or publicity.
- Viruses, worms, time bombs, trojan horse virus, spyware, cancel bots, or other computer programming routines, files, code or such other programs that may designed to interrupt or destroy; and/or damage or harm the application / platform; or may limit the functionality of any computer software or resource, hardware or telecommunication; or that may detrimentally interfere with or expropriate any system, data or may collect personal information about other users without their consent.

Further when you upload any content or material on the Starkwizz platform, you hereby represent and/or admit and/or agree with that:

- The company does not permit any copyright infringing activities and infringement of intellectual property rights on this platform.
- The company will use your personal and other information or data or content in accordance with our privacy policy. For details, please see the same.

- You own have created the content or own all copyright in the content or have the necessary rights, licenses, consents, and permission to use or publish the content that you submit on our platform; and you grant limited license to us to all patent, trademark, trade secret, copyright or other proprietary rights in and to such user content for publication on this platform.
- Not to upload, display, host, publish, update, modify, transmit, or share any content, material or information that belongs to another person and to which you does not have any authentic permission or right to use.
- Not to upload any content or material that infringes any intellectual property rights or other proprietary rights of anyone else.
- Not to use any offensive words or comments while commenting on this platform for any of our user's content or material available in this platform;
- We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Service. We will able to remove all content if properly notified that it infringes on another's intellectual property rights.
- Any submission of content or material by the users on the Starkwizz platform may be verified by our certify team and will take some time to publish or displayed on the Starkwizz platform only after the approval of the concerned team. It is the sole decision of the certify team and no user or student can interfere in the working or decision of the team. No objections can be raised against the team if any of the submissions of the content is not published or displayed on the Starkwizz platform. The company holds the final discretion to keeping any content on the Starkwizz platform.
- You are the only responsible for any content that you upload on our platform and shall at all times be liable for the contents available on the Starkwizz platform.
- We always tried to assure that the information and/or content you upload and/or share through your account is safe and secure. However, we do not guarantee that it will always be safe as it is.
- The company does not have any right of ownership over the user content and you retain your ownership rights in your user content. However, by submitting your content to this platform, you hereby grant us a limited worldwide, non-exclusive, royalty-free, sub-license and transferable license to use, modify, download, reproduce, share, publish, process, copy, adapt, transmit, display and distribute such content in connection with the Starkwizz platform or company, and to company's business associates and/or to affiliates and/or to successors, including and without limitation for promoting and redistributing in any media formats and through any media channels. You also hereby grant a limited, non-exclusive license to each user of the Starkwizz platform to access your user content through this platform. You agree with that, once you have uploaded any content or materials on this platform, all the users of Starkwizz platform, all across the nation, will view it and may use your content or material for their own benefits; may fork, tweak and repurpose your content or material. Further you agree with that we do not guarantee any confidentiality with respect to the content you submit on this platform. If you delete your user account your content or material and name may remain available through the platform.

Your use of this application or platform will comply with all above mentioned applicable laws, rules and regulations. The company reserves the right to review such content uploaded by the user and in case any content is found to be a violation of any of these terms or rules and regulations and/or any applicable laws, company may edit or remove any content from this platform and/or terminate or suspend the user account in its sole discretion at any time without prior notice.

You agree and acknowledge that the company shall have the right at any time to change or discontinue any aspect or feature of this platform, including, but not limited to, the content, hours of availability and equipment needed for access or use. Further, we may discontinue disseminating any portion of information or category of information may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The company reserves the right to refuse access to this platform, terminate accounts, and remove any content without any prior notice.

- **COMMUNICATION**

By signing up on Starkwizz application or website you deemed to have given your consent to be contacted by us through electronically via phone calls and/or e-mail and/or SMS and/or notifications and offer you related

to our services, imparting product knowledge, course updates, examination and events updates, rewards updates, promotional and festival offers, new plan and features update, order and/or shipment of books and/or other materials and/or delivery related updates, and offered by our associated third parties from time to time. You are agreeing to receive promotional communication and news letters from the company and its partners. This includes contacting you through information received through other parties. You may opt out from such communication and/or newsletters either by unsubscribing on the application or platform itself, or by contacting the customer services team and placing a request for unsubscribing by sending an email to info@starkwizz.com.

- **HOSTING OF THIRD PARTY INFORMATION**

This platform may include or contain links / hyperlinks or references to any third-party websites that may or may not be owned or controlled by the company. The company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, the company will not and cannot censor or edit the content of any third-party site. By using this platform, you expressly relieve us from any and all liability arising from your use of any third-party website or services. The company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the site or any hyperlinked website or featured in any advertising, and the company 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. However, we recommend that before you use any third-party service or website you read and understand the terms and conditions, privacy policy and/or other policies of each such website that you visit.

- **NO REPRESENTATIONS OR WARRANTIES**

Visitors or users may post reviews, comments, and other content; and submit suggestions, ideas, comments, or other information on the Starkwizz platform including the blog pages. LAVNI ASIRANS or the company does not guarantee the authenticity of such information and is not responsible for it either.

The company and its associates use reasonable efforts to include accurate and up-to-date information or content provided on the Starkwizz platform. We are not responsible for any typographical error leading to an invalid coupon. Without limiting the company or LAVNI ASIRANS, explicitly disclaim any legal liability or responsibility and/or does not make any representation or warranty of any kind relating to accuracy, valuable, relevant, completeness, reliable, usefulness of any informational content or materials in the Starkwizz platform or linked from the web pages; timeliness, current or service availability, error-free operation, results to be obtained from use and/or useful for our users. Students must not consider this as the final study material. There are some topics or points that may have been skipped or not considered. The practice tests and study materials or other events are just to increase your knowledge and skills. This may not relate to any of your school subject or test in which you are participating. This application only gives you exposure to multiple tests for practicing and is not designed to be the same as the actual school tests. These questions materials or others must not be considered as a final material for your studies. None of the contributors, sponsors, administrators or anyone else connected with Starkwizz platform or the company in any way whatsoever can be responsible for the appearance of any inaccurate or libellous information or for use of the information contained in or linked from this application or web pages. It is the responsibility of the user to evaluate the accuracy, completeness and usefulness of any services or products. Any reliance you may place on the information on this platform is at your own risk. Subscription to this application or usage of our Starkwizz platform does not in any manner guarantee admission to any educational institutions or passing of any exams or achievement of any specified percentage of marks in any examinations.

Access and use of our platform or services may be unavailable during periods of peak demand, system upgrades, malfunctions and/or scheduled or unscheduled maintenance or for other reasons. In no event shall the company be liable for any cost or direct, indirect, incidental or consequential damages arising out of or in connection with the use of, or inability to use our platform or network. The company disclaims any responsibility for the deletion, failure of storage, misdelivery or ultimate delivery of any of the uploaded content.

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 representation 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 user relating to the same is most welcome and LAVNI ASIRANS reserves the right and discretion to take any action in this regard.

All the content including images, videos, study and test materials are either licensed from multiple content partners or owned by the company. Although every effort is made to ensure that the company licenses original content from its content partners, the company will not be held responsible if any of the licensed content violates the intellectual property rights of any third party. We do respond to requests made for the removal of such content that might be related to offensive; infringe the copyrights of any third party. Please notify us in such cases and we respond back to you regarding the same within a possible time period.

We cannot ensure that you will be happy with any features or product or services that you purchase from our Starkwizz platform or from a third-party website that links to or from the website or third-party information, content or materials contained on our website or platform. However, LAVNI ASIRANS and its suppliers make no representations or warranties of any kind respect to the service, either express or implied, and all such representations and warranties, including warranties of merchantability, fitness for a particular purpose or non-infringement, are expressly disclaimed.

- **LIMITATION OF LIABILITY**

The company shall have no liability of any nature, whether in contract, or otherwise, for any losses whatsoever and howsoever caused, from or in any manner connected with any of the services provided by us through the Starkwizz platform. In no event will LAVNI ASIRANS be liable to you or any third party claiming through you (whether based in contract, tort, strict liability or other theory) for indirect, incidental, special, consequential or exemplary damages arising out of or relating to the access or use of, or the inability to access or use, the service or any portion thereof, including but not limited to the loss of use of the service, inaccurate results, loss of profits, business interruption, or damages stemming from loss or corruption of data or data being rendered inaccurate, the cost of recovering any data, the cost of substitute services or claims by third parties for any damage to computers, software, modems, telephones or other property, even if LAVNI ASIRANS has been advised of the possibility of such damages. The company is not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond our reasonable control.

We shall have no liability to you for any breach of these Terms of Service caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs or lockdowns, other industrial or technical disputes by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation of war, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

This application / Starkwizz platform run advertisements and promotions, of educational hotspots (Hubs) related to students or may from third parties, products and/or services in any manner and to any extent. Our links or connect with these advertisers should not be constructed as an endorsement approval or recommendation by us of the owners or operators of those linked educational hubs or linked third parties website, or of any information, graphics, materials, products or services referred by them. Your communications, activities, relationships and business dealings with any of these hub institutions / agencies / stores or with any third parties advertising or promoting via the application or Starkwizz platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such organisations or third parties. You acknowledge and agree that LAVNI ASIRANS is not responsible or liable for any loss or damage of any kind incurred as a result of any such dealings.

- **INTELLECTUAL PROPERTY RIGHT & CONTENT OWNERSHIP**

All information, content, material, trademarks, service marks, trade names, and trade secrets including but not limited to all text, designs, graphics, video, user interfaces, information, software, images, visual interfaces, script, audio, video and music (if any), artwork, computer code and other files, contained in the Starkwizz platform are controlled by and the proprietary property of the company (LAVNI ASIRANS Pvt. Ltd.) or its licensors and of their respective owners, and protected by intellectual property rights,. No proprietary Information of the platform may be distributed, reverse engineered, republished, reproduced, framed, posted, transmitted, displayed, modified, copied, downloaded, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Service and/or without obtaining prior written permission from the company. Any software that is available on Starkwizz platform is the property of the company or its vendors and you may not use, download or install any software without the express written permission of the company.

- **COPYRIGHT AND TRADEMARK**

"Starkwizz" and all other trademarks, service marks, graphics, logos and button icons including domain names, and design, structure, selection, expression, look and feel, coordination and arrangement of such content, or content included on this platform, such as questions, answers, other textual materials, used in connection with the application or Starkwizz platform, are owned and/or are protected by service mark, collective marks, design rights, copyright, patent and trademark laws in favour of the company or its licensors. Access and use of the service does not grant or provide you with the right or license to reproduce in whole or in part of the same, and is strictly prohibited unless used with an express written permission from the company.

If you believe that your content has been used on this platform in a way that constitutes an infringement of your copyright, please notify our designated officer for complaints or approach us through the procedure set out under the applicable provisions of the information technology act.

- **INDEMNITY**

To the extent permitted by applicable law, you agree to release, defend, indemnify and hold the company and its directors, officers, employees, contractors, suppliers, affiliates, successors, associates business partners, agents and representatives harmless from and against any claims, damages (direct/indirect/punitive/consequential/incidental), obligations, losses, liabilities, costs or debt, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in way connected with:

1. Your use of and access to the platform and your activities in connection with this platform.
2. Your breach or violation of any term of these Terms of Service or any applicable laws including Privacy Policy.
3. Any allegation that while using any of the software made available on this platform you infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property, or other right of any third party and/or dealings between you and any third parties advertising or promoting or linked via this platform.
4. Your user content and any other content (e.g. computer viruses) that you may submit, post to or transmit through this platform (including a third party's use of such user content) is inaccurate, inappropriate or defective in any way whatsoever.
5. Any bugs, trojan horses or other viruses, or such like which may be transmitted to or through this platform.

This defence and indemnification obligation will survive these Terms of Service and your use of this platform.

- **TERMINATION OF USER ACCOUNT & EFFECT OF TERMINATION**

Termination: This user agreement related to these Terms of Service is effective unless and until terminated by either company or the user. In case of prolonged inactivity and/or violate these Terms of Service by an user,

the company may at its sole discretion or reserves the right to block, disable, restrict, deactivate, suspend or terminate the user's account without any prior notice. The company may terminate your access and use of the service immediately at any time, if you breach any of the provision of these Terms of Service, the Privacy Policy or any other Terms, Conditions, or Policies that may be applicable to you from time to time, and at such time you will have no further right to use this application or platform.

Also upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However if you want to terminate your agreement with us, you may at any time do so by (i) not accessing the application or website; or (ii) via using the "cancel" and/or "deactivate" account feature on the application; or (iii) sending us an email request (termination) to our respective customer support email id.

Effect of Termination: Upon suspension or termination of the user's account the user access shall be terminated immediately and the user shall not be able to access the said terminated account.

- **CANCELLATION AND REFUND POLICY**

*[As per company's (LAVNI ASIRANS's) general rule, all sales/subscription made on Starkwizz platform are final and you shall not be entitled to cancel your plan/product or eligible for a refund request once you have received confirmation of the same. We do not entertain and are not liable to provide refunds, once you subscribe a plan and make the required payment.]**

***But, keeping in mind your satisfaction at first and the launching occasion,
We provide a 90 days paid trial period up to 31st July 2023 or for the first 1000 subscribers***

However, in case you feel that the plan or product purchased by you is not according as per your subject and syllabus, and/or you have a valid reason for a cancel or claim refund, you must bring it to the notice of our customer service post 90 days of purchasing the plan. The customer service team, after looking into your complaint, try to resolve the issue through any possible manner before make an appropriate decision. Any cancel or refund request outside of this timeframe may not be considered.

Because we take users feedback very seriously and use it to improve the service or content quality of our Starkwizz platform, therefore during the time of cancellation or refund request, it is compulsory for you to tell/provide us detail information (via e-mail and/or telephone) regarding subject or reason of your such request, along with the details of your purchased plan or product.

The request has to be made at info@starkwizz.com along with your details such as registered full name, class, board, email ID and phone number along with the details of the plan purchased. Simultaneously the same has to be made at the Starkwizz's "Claim" platform (through the application).

1. Eligibility:

User is eligible to claim for a cancellation or refund if meet the following criteria:

- User has purchased a subscription of "Starkwizz" within the last 90 days.
- User has used our app during their subscription period.
- User has a valid reason for requesting a refund.

2. Claim Process:

STEP – 1 (Initial Claim)

- In the first step a user can apply for an initial claim of cancellation / refund only post 90 days of the subscription.
- There is a 7 (seven) days time period for a user to claim post 90 days of the subscription. [Claim in between 91 days – 97 days from the date of subscription.]
- For the cancellation or refund user must be submitting a claim request along with a valid reason through the "Claim" platform of the Starkwizz app and email only.

STEP – 2 (Final Claim)

- In the second step a user can apply for the final claim of cancellation / refund only post 120 days of the subscription.
- There is a 7 (seven) days time period for a user to claim, post 120 days of the subscription. [Claim in between 121 days – 127 days from the date of subscription.]
- For the cancellation or refund user must be submitting the final claim request through the “Claim” platform of the Starkwizz app only.

3. Refund Procedure:

- Once we have received an initial refund request (must be in between 91 days to 97 days from the date of subscription), we will review the request and determine if it meets the refundable eligibility criteria or not!
- Starkwizz official will get in touch with the user to know more about the user’s concern and will try to resolve the same in between the next 14 working days from the date of received the claim request.
- Once if the concern is resolved within the stippled time period, we will further requesting the user to re-use and/or re-check the application and see whether it meets the user satisfaction or not?
- Further post re-use, if the user is not satisfied and still have the same concerns/issues as before, then the user have to go for the final claim of cancellation / refund request (must be in between 121 days to 127 days from the date of subscription).
- After received the final claim request our official will process the cancellation/refund within the next 7-14 working days.

| Sl. No | CANCELLATION / REFUND Process | Day (Post Subscription) |
|--------|----------------------------------|----------------------------|
| 1 | Claim Activation | Post 90 Days |
| 2 | Initial Claim Date | 91 Days – 97 Days |
| 3 | Final Claim Date | 121 Days – 127 Days |
| 4 | Cancellation / Refund Settlement | In between 128-140 Days |

4. Refund Amount:

- The refund amount will not be exceeding to the total original amount paid by the user (claimer) for the “Starkwizz” subscription only.
- The refund amount will be in between 75% to 100 % of the actual paid amount for the subscription.

5. Refund Method:

Refunds will be issued through the same payment method used to purchase the subscription. If the payment method is no longer valid, we will work with the user to determine an alternative method.

6. Non-Refundable Items:

Certain items may not be eligible for a refund, such as in-app purchases or other digital content purchased through the app.

7. Changes to Refund Policy:

We reserve the right to modify or update our refund policy at any time. Users will be notified of any changes to the policy through our app or website.

- **PRIVACY POLICY**

Because your privacy is important to us, we recommend that users of our platform should refer to our Privacy Policy, which is incorporated into this Terms of Service by reference, with respect to the disclosure, collection, storage, usage and protection of your information during the course of your interaction with this platform.

- **DISCLAIMER**

You agree that your use of the Starkwizz platform shall be at your sole risk. To the fullest extent permitted by law, the company, its officers, directors, employees, and agents exclude all warranties, express or implied, in connection with this platform and your use thereof. To the fullest extent permitted by law, the company do not represent or guarantee that this platform will be free from errors or viruses and/or about the accuracy or completeness of the content on this platform. Further we do not represent or guarantee or accept any responsibility for any (i) errors, mistakes, or inaccuracies in the content or any content on this platform; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our platform, (iii) any damages to your computer system or loss of data that results from the download of such material or data, including submissions (iv) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (v) any interruption or cessation of transmission to or from our platform, (vi) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our platform by any third- party, and/or (vii) any errors or omissions in any content or any other content or for any loss or damage of any kind incurred as a result of the use of any content or any other content that is posted, emailed, transmitted, or otherwise made available via this platform.

The company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through this platform or any hyperlinks featured in any banner or other advertising, and the company 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.

- **AMENDMENT**

The company reserves the right and at its sole discretion may amend these Terms of Service and other policies published on this Starkwizz platform from time to time to modify or discontinue temporarily or permanently, the services (or any part thereof) provided by us with or without notice. Your continued access or use of this platform and services constitutes your acceptance of the amendments. Your access and use of this platform and services will be subject to the most current version of the Terms of Service and other policies posted on this platform at the time of such use. You agree that the company shall not be liable to you or to any third party for any modification, suspension or discontinuance of any services of this platform. It is your responsibility to check our platform regularly to view the latest version of our policies for any updates or changes.

- **GENERAL**

- We may transfer our rights and obligations under these Terms of Service to another organisation or agency or to any third parties, without the requirement of seeking your consent.
- You cannot assign or transfer your rights and/or your obligations under these Terms of Service to another person unless we agree that you may do so in writing.
- The contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the contacts (Rights of Third Parties Act) or otherwise.
- You acknowledge that your participation on the Starkwizz app or Starkwizz platform does not make you an employee or partnership or joint venture or franchise of the company.
- All notice served by the company shall be provided via email to your account or as a general notification on the application. Any notice to be provided to the company should be sent to info@starkwizz.com.
- We do not guarantee continuous, uninterrupted or secure access to our platform, and operation of the platform may be interfered with by numerous factors outside our control.
- As we are periodically working on to improve our application or platform with a vision and mission of best features and services offers to you, we can add new features and can remove the previous features without your consent or permission. We may suspend or terminate operation of this

platform at any time at our sole discretion. Also due to some technical problems, it can happen that you are unable to access and connect with our application or website.

- Headings are for reference purpose only and in no way define, limit, construe or describe the scope or extent of such section.
- The failure of the company to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provisions.

- **ENTIRE AGREEMENT**

The Terms of Service, along with the Privacy Policy, and any other guidelines made applicable to the application or Starkwizz platform 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.

- **SEVERABILITY**

If any part or provision of these Terms of Service or User Agreement shall to any extent be held invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining part or provisions of this Terms of Service or User Agreement shall be valid and enforceable to the fullest extent permitted by law.

- **GRIEVANCE**

If you believe that any content or information accessible on this platform violates the terms of service and/or any applicable laws, or if you have any query in connection with the Starkwizz application or platform, please notify Starkwizz's designated Grievance Officer whose contact details are as below.

Grievance Officer: Prakash Chandra Mohapatra, Tel. No: 0661 3556198

Also you could send a complaint to the Grievance Officer by Email to info@starkwizz.com or post a letter to the below mentioned contact address.

- **GOVERNING LAW AND JURISDICTION**

These Terms and your use of the services will be interpreted in accordance with the laws of India excluding its rules on conflicts of laws. You and We agree to submit any controversy or dispute arising under these Terms or in connection with this platform, to the personal jurisdiction of a court located in Odisha only for any actions.

- **CONTACT**

LAVNI ASIRANS PRIVATE LIMITED

Telephone: 0661 3556198

Website: <https://www.lavniasirans.in>, <https://www.starkwizz.com>

Reach out to us at info@starkwizz.com in case of any queries