

TERMS OF USE

These terms of use would govern the usage and access to the Web/Mobile Application branded under the name 'Superparent' or any other name as may be opted by the Company from time to time (hereinafter referred to as the "**Platform/Application**"), owned and operated by the Lighthouse Learning Private Limited (hereinafter referred to as the "**Company**").

The Platform 'SuperParent' by EuroKids is for parents of young children in which the parent and child come together to understand different areas of their child's physical, emotional and mental growth and wellbeing. The Application offers the services including but not limited to:

- a) Activities focused on child development.
- b) Counselling services through registered counsellors to parents on child-related issues.

(Collectively referred to as, "**the Services**").

The Company may at its sole discretion, decide to alter the scope of the Services offered. Any such change shall be reflected in these Terms of Use. It shall be Your sole responsibility to update Yourself with any such change.

The given terms and conditions ("**Terms of Use**") would be applicable to all the visitors, users and others who access the Application (hereinafter referred to as the "**Customer**"). Any reference in the form of "**We**", "**Us**" and "**Our**" would hereinafter refer to the Company. Any reference to "**You**", "**Your**", "**Yourself**" shall hereinafter refer to the Customer.

The Terms of Use establish a legally binding agreement between the Customer and the Company. You agree that You are entering into these Terms of Use out of your own free will and consent and are not disqualified from contracting by law.

Please note that users below the age of 18 ("**Child Users**") are not by themselves eligible to register and/or use the Platform. If You are a Child User, then Your use of the Platform must be with the consent of/enabled by, and under the supervision of, a parent or legal guardian ("**Parent**"). If You are a Parent, by allowing Your child to access/use the Platform, You are deemed to have accepted the Terms of Use so as to form a legally binding and enforceable contract between You and the Company. You are, at all times, responsible for Your child's usage as well as activities on the Platform.

You agree that your usage of the Application shall be subject to these Terms of Use along with the Company's privacy policy which can be accessed through the Application or the Company's website (if made available) and is incorporated by reference in these terms as well as disclaimers or other notices available at the Platform. If you do not agree to these Terms, the privacy policy or disclaimers or notices, please do not access or use the Application.

You agree that these Terms of Use may be updated from time to time without prior notification and be effective immediately. It is advisable to review these Terms of Use from time to time so that you remain informed about any such changes. Your continued use of the Application will imply your deemed acceptance of the updated Terms of Use.

SCOPE AND APPLICABILITY

These Terms of Use along with the privacy policy of the Company and any other disclaimers/notices provides by the Company on the Platform shall constitute the entire and sole agreement between You and the Company. The Terms of Use outline the manner in which You are required to access and use this Application. Any queries regarding Your usage of the Application should be directed at: developer@lighthouse-learning.com

Please note that the usage of the Application is on an 'as-is' and 'as-available' basis. The authorized use of the Application can be made only if:

- a) You accept to comply with these Terms of Use and the Company's privacy policy.
- b) You agree that You shall be in compliance with the applicable laws in accessing and using this Application.

SERVICES AND ACCOUNT

You can avail the service by registering with Us and creating your profile. To register, you will be required to provide certain personal information such as name and contact details to create the account. You agree to provide true, accurate, current and complete information about Yourself and your child on the Application. You are required to maintain and promptly update such information and correct any minor errors in the information provided by You. ..

The safety and security of Your account and credentials is Your sole responsibility and the Company will not be liable for the same. It is your responsibility to keep the details of the account and password confidential, and You agree to accept responsibility for all activities that occur under Your Account or Password. You must ensure that You do not share Your password with any person to ensure safety of Your Personal Information. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by the Customer to protect the

account details or the password. In case the Company is made aware of any inaccuracy in the information provided by You, the Company at its sole discretion, shall suspend or terminate Your account with immediate effect, without any notice to you.

Additionally, if any suspicious activity or inaccuracy in the information provided by You from Your account is noticed, the Company at its sole discretion, shall suspend or terminate Your account with immediate effect, without any notice to you.

The Company reserves the right to:

- a. make decisions in relation to Your registration;
- b. request additional information from You for the purposes of registration on the Application;
- c. terminate your account; and
- d. refuse to provide you access to the Application for whatsoever reason.

All the content, graphics, text, videos and other details on the Application are meant for informational purposes only. Any kind of information in the form of advice or instruction is intended only in a suggestive nature. It should never be equated with a professional or medical advice by the Customer.

ACCESS TO USE INFORMATION AND SERVICES AVAILABLE ON THE PLATFORM

The Company shall offer you the usage of this Application in strict compliance of these Terms of Use. By agreeing to these Terms of Use, You shall be granted a, non-exclusive, non-transferable, non-sublicensable, revocable, limited access and make personal use of the information and Services offered. The Company, at its sole discretion, may terminate this access at any point of time and for any reason whatsoever. You agree that if You breach these Terms of Use, it would constitute sufficient ground for the automatic termination of Your access to use the Application, without any prior notice.

You agree that in the event of such termination, You shall destroy all copies of materials which You may have accessed while obtaining Services through the Application. Failure to do so shall be construed as infringing the Company's copyright and the Company shall then, at its sole discretion, pursue any legal remedies.

No intellectual property rights in the Application are granted to You by virtue of this limited access.

SYSTEM REQUIREMENTS

The Services offered through the Application requires compatible devices, internet access and the installation of certain software on Your device. When You purchase Our Services, You agree that You meet the given requirements of compatible devices, a working internet connection and install the necessary software. You also agree that certain updates or upgrades would be required from time to time to ensure smooth running of the Services and You shall constantly check Your system for any required updates/upgrades.

CONSENT

You agree and confirm that while accessing and using this Application:

1. You will use the Services provided under the Application for lawful purposes only and comply with all applicable laws and regulations while using the Application.
2. You would use Your best and prudent judgment before entering into any transaction through this Application. Any transaction undertaken by you on or through the connections or using the information available through the Application shall be at Your sole risk.
3. Your use of the Application shall be limited to personal and non-commercial purposes. Your commercial exploitation of the Application is strictly prohibited.
4. You have provided true, accurate, current, and complete information about Yourself and Your child during the registration process. You will maintain and promptly update the registration data to keep it true, accurate, current, and complete. If You provide any information that is untrue, inaccurate, incomplete, or not current, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or not in accordance with the Terms of Use, We will have the right to cancel your registration.
5. You hereby provide consent for the processing of Your and Your child's personal data for the purpose of providing and improving the Services of the Application, in accordance with the law and/or Company's privacy policy.
6. You will notify Us immediately of any breach of security or unauthorized use of Your account and ensure that You exit from Your account at the end of each session. Although we will not be liable for any losses caused by unauthorized use of Your account, You may be liable for the losses to Us or others due to such unauthorized use.
7. You will not enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person or use as a User ID, a name subject to any rights of another person without appropriate authorization. We reserve the right to refuse registration of, or cancel a User ID at our discretion.
8. You are solely responsible for making sure that Your child is safe. Never perform any activity or exercise that you believe Your child might not be developmentally ready to do.

If You have any doubt about Your child's developmental ability to perform any activity or exercise, ask a physician or appropriate healthcare professional before performing it.

9. Any information regarding Your child's progression, development or ability to perform the exercises or activities provided by Our Application is meant to be suggestive in nature as it is impossible to determine every child's proper developmental progression, as each child develops in a different manner and pace. You are solely responsible for determining Your child's developmental process and whether it is appropriate and safe to conduct any suggested activities and exercise with Your child. If You have any suspicion of a developmental delay or any other health issue with Your child, You should consult a physician or appropriate healthcare professional immediately.
10. You are solely responsible for determining whether Your child is physically or mentally able to perform any of the exercises or activities suggested on Our Application. We strongly urge You to consult a doctor or appropriate healthcare provider before using any information obtained on Our Application especially if Your child has a special medical condition.
11. You are solely responsible for determining if Your child requires treatment from a certified health professional. If at any time during the performance of any activity or exercise suggested on Our Application, Your child experiences any irregular physical, mental, emotional or behavioral response, stop immediately and consult a doctor. Do not resume performance of any of Our suggested activities or exercises until obtaining prior approval from Your child's doctor. Never disregard professional medical advice or delay in seeking it for any reason.

PROHIBITED USES

You agree and confirm that while accessing and using this Application:

1. You shall use the Platform for Your personal use only and that You are not using the Platform for or behalf of any other person or organization.
2. You shall not impersonate another person.
3. You may submit/post content on the Platform, including messages, images, files, videos and comments ("**User Content**"). You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the content that you submit on the Platform.
4. You are responsible for all the User Content that you post, display, transmit, host, upload, publish, store, update or share on the Platform (including with respect to its appropriateness, legitimacy, lawfulness and ownership) and must ensure that the User Content posted is in conformity with the Terms of Use and applicable laws. When you use

the Platform you specifically undertake not to host, display, upload, modify, publish, transmit, store, update or share any User Content that belongs to another person and to which You do not have any right, through the Platform. Your usage of any content available on the Application is not, either willfully or otherwise, in non-compliance with any applicable law, rules or regulations. (national, international or local).

5. Your usage shall not be in such a manner so as to adversely affect, impair, disable, infect or overburden any of the Company's servers, computer systems, networks or any other components which are deployed to provide You a seamless service.
6. Your usage of the Application shall not interfere with any third-party's use and enjoyment of the Application.
7. You shall not modify or alter any part/ any content posted or available on the Application.
8. You shall not copy, reverse engineer, compile or commercially or otherwise re-use (including but not limited to selling, renting, leasing, distributing) the Application or any content/software on the Application or any content which You may have downloaded from the Application.
9. You shall not use spiders, crawlers or robots for the purposes of accessing the Application or any content on the Application.
10. You shall not send any offensive messages to other Customer of the Services.
11. You shall not, without express written consent of the Company, make any use of any trademarks, logos or graphics displayed or used on the Application, for any purpose whatsoever.
12. You shall not use, remove any intellectual property including any copyright and other proprietary notices contained in any content on the Application to which You have no legal right.
13. You shall not use the network of this Application or the e-mails You may have obtained for the purposes of any advertising, promotions, or marketing campaigns.
14. You shall not upload any content which is defamatory, obscene, pornographic, blasphemous, libelous, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force.
15. You shall not upload any content that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation.

16. You shall not upload any content that deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact.
17. You shall also not upload any content that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
18. You shall not upload any content that is harmful to a child.

If You are found violating any of the aforementioned restrictions, You agree that it will be a just and fair action on the Company's part to initiate legal proceedings against You and permanently terminate Your access to the Services and the Application.

COUNSELLING SERVICES

We, as a part of our overall offerings, encourage the parents to connect with our registered counsellors ("**Counsellors**"), solely to discuss child-related issues. You understand and agree that the Company is a mere facilitator in such arrangements and is not liable for any advice/representations made by the Counsellor. These Services are purely opinion based and shall not be misinterpreted to be a substitute for professional medical consultation/ advice or treatment from qualified physicians. You acknowledge that the Counsellors may not have complete information at all times. Information/advice/instructions, etc. provided on and through the Platform by the Counsellors is limited to the data that is made available by You. We do not guarantee the accuracy or completeness of any of the information provided on the Platform and We are not responsible for any loss resulting from your reliance on such information.

You shall not hold the Company or the Counsellor liable for reliance on any advice provided by such Counsellor. Further, You shall not hold the Company liable for:

- a) Any improper conduct by the Counsellor.
- b) Any breach of laws by the Counsellor.
- c) Any quality concerns pertaining to the Counsellor.

You understand and agree that You may voluntarily choose to avail of counselling services and that the Company shall not be responsible or liable for the same in any manner.

MAINTENANCE

Because of the nature of the Internet, we might have to carry out system maintenance and/or upgrading and/or testing and/or repairs and/or other related work (the "**Maintenance**"). We may, at our sole discretion and without assigning any reason whatsoever, at any time deactivate and/or suspend the Customer's access to the Application and/or the Services (as the case may be) without notice to carry out Maintenance. Without prejudice to any other provisions of this

Terms of Use, we shall not be liable for any loss and/or damage and/or costs and/or expense that the Customer may suffer or incur, as a result of such deactivation and/or suspension.

DELAY IN SERVICES

The Company shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. The Company shall have no responsibility to provide You access to the Application while the interruption due to any such cause continues.

DATA PROTECTION

We will use Your information in accordance with our privacy policy. You agree that You have read and understood in full, the terms of the privacy policy published and displayed on the Application or the Company's website.

INTELLECTUAL PROPERTY

You retain your ownership rights in the User Content. You hereby grant the Company a perpetual, non-revocable, sub-licensable, worldwide, royalty-free license to use, copy, distribute, display, reproduce, modify, adapt, the User Content posted/published by you on the Platform and further waive any rights that you may have under Section 19(4) read with Section 30A of the Copyright Act, 1957 (or any similar provision under any applicable law) as well as moral rights.

You agree that any Services offered, software used, content posted or made available, or any other such functionalities which may be connected or associated with the Application are the intellectual property of the Company or the user who uploaded the User Content on the Platform. Any unauthorized use of the Company's intellectual property rights in connection with any other good, service or offering will constitute an infringement of the intellectual property rights of the Company and may be actionable under the applicable laws. You agree to keep all information pertaining to the Company's intellectual property rights which are not in the public domain confidential at all times. You further agree that you shall not modify, re-sell, reuse, license out, distribute, or use the intellectual property of the Company in any unauthorized manner. Any violation of this term shall be considered to be a material breach and the Company is free to pursue any legal remedy it deems fit for the enforcement and protection of its rights in addition to terminating Your access to the Services offered through the Application.

TRADEMARKS

You agree that all the trademarks, logos and service marks displayed on the Application and on the content provided to You are property of the Company or its group or affiliate entities. Any unauthorized use of the same shall be treated as infringement or passing off. Nothing on the Application shall be interpreted as granting any form of authorization or license, express/implied, written/unwritten, to any individual to use any trademarks belonging to the Company.

COPYRIGHT NOTICE

All content published or displayed on the Application is either licensed or owned by the Company. You agree that any form of copying, distribution or using for any other purpose of such content without an express written permission of the Company shall be treated as copyright infringement.

DISCLAIMER OF WARRANTIES

You acknowledge that the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively "**Information**") that may be available on parenting or developmental activities of children, milestones set and nutritional advice so provided (including information provided in direct response to Your questions or postings) should not be treated as medical advice. The information on the parenting is provided without any representations or warranties, whether express or implied. You must not rely on the information on parenting as an alternative to medical advice from Your doctor or other professional healthcare providers.

The Company is not responsible for any acts, representations and consequences of performance/inadequate performance/non-performance of any services by the Counsellors on the Application. You agree that the Company will not be made a party to any dispute between them and the Counsellors nor will it be liable in case of any such dispute.

You acknowledge and agree that You shall use this Application at Your sole risk. There may be risks associated with participating in activities mentioned on the Platform for persons in poor health or with pre-existing physical or mental health conditions. Some sections of the Application may have an impact on the users with poor mental/physical health conditions. If you feel aggravated by any such content, please do not access the Services on the Platform. If You choose to participate in these risks, You do so of Your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. Also, We are under no obligation to monitor the conduct of Our users, but We may investigate and respond when violations are reported.

We do not endorse and nothing on the Platform including the views of the Counsellors shall be deemed to be an endorsement of any third-party, whether in relation to such third-party's products, services, websites, experience or background or otherwise. We do not monitor the User Content posted by the users on the Platform, hence, We do not make any representations or warranties with regard to any materials posted by such other Users.

To the extent permitted by applicable law, the Company expressly disclaims all express or implied warranties of any kind, including, but not limited to the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose or use and non-infringement. The Company does not make any positive representations or warranties regarding any professional or consultant, including, without limitation, such professional or consultant's ability to bring out a desired result. The Company does not guarantee any content or Services offered or provided are accurate or complete. The Company does not warrant that the Services offered will be error-free or uninterrupted. The Company does not provide any warranty except those expressly stated in this Terms of Use.

The Company disclaims any liability arising out of the use of third-party products or services advertised on or received through any links provided in the Application.

NO GUARANTEE

The Company does not guarantee that the activities provided on the Application and/or the counselling services or any other services offered on the Application would yield any definitive results. The Services offered are mere aids to parents and should not be considered a definitive means of child development.

INFORMATION DISCLAIMER

The Company does not warrant that the information provided on or through the Application shall be accurate and error-free or will be useful to You. Any reliance on the information provided on or through the Application shall be at the sole discretion of the Customer and the Company shall not be held liable for the same.

ELECTRONIC COMMUNICATION

You agree that all agreements, notices, disclosures, disclaimers, offers and other communications that are provided to You electronically satisfy any legal requirement that such communication should be in writing.

USER ACCOUNT TERMINATION, SUSPENSION OR DEACTIVATION

1. Suspensions or termination of accounts by the Company

There may be circumstances wherein we will be required to suspend a User account, which will prevent You from utilising certain/all/any features available on the Platform. Suspension or termination may occur in the event we have any reason to believe that:

- a. Your account may be used for fraud or attempt to defraud;
- b. You are using the account in an oppressive manner by uploading hateful or unlawful content;
- c. You are violating any applicable laws;
- d. You do not meet the eligibility criteria to access the Platform;
- e. You are violating these Terms of Use in any manner.

2. Upon suspension of Your User account, regardless of the reason(s), Your right to use the Services reserved for registered users on the Platform immediately ceases. We will not be liable to You or any third party for any claims or damages arising out of any suspension of Your User account or any other actions taken in connection with such account suspension.

3. Upon receipt of a court order or a notice from the relevant government authority, We may take down User Content without prior intimation to You.

4. If You are aggrieved by any act of the Company in this regard, You may write to us at developer@lighthouse-learning.com, with supporting documentation/evidence and We may deal with the same in accordance with applicable law. The decision of the Company to reinstate your content or account would be final.

5. Deactivation of User account

You may also deactivate your User account by writing to us at developer@lighthouse-learning.com.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its employees, directors, officers, agents and their successors and assigns (collectively "**Indemnified Parties**"), from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon Your actions or inactions, which may result in any loss or liability to Us, or in relation to the non-fulfillment of any of Your obligations under these Terms of Use, or arising out of Your violation of any applicable laws and regulations or any fraudulent, negligent or wrongdoing on Your part. This clause shall survive the expiry or termination of this Terms of Use.

LIMITATION OF LIABILITY

Despite our efforts to provide useful and accurate information, errors may appear from time to time. As health and nutrition research continuously evolves, we do not guarantee the accuracy, completeness, or timeliness of any information presented on the Application.

You specifically acknowledge that the Company shall not be liable for user submissions 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.

In no event shall the Company, its proprietors, affiliates, group companies, associated entities, officers, directors, employees, consultants, or agents be liable for any direct, indirect, incidental, special, punitive, exemplary or consequential damages of any kind including but not limited to loss of profits, business interruption and/or loss of information or data 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 our Application, (iii) any unauthorized access to or use of our 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 our Application, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Application by any third party, and/or (v) 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 Application, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company 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.

In any event, the liability of the Company arising out of the Terms shall not exceed INR 1000 (One Thousand).

SEVERABILITY

If any provision of these Terms of Use becomes invalid or unenforceable due whatsoever reason, such invalidity or unenforceability shall not lead to the entire agreement becoming unenforceable. The unenforceable or invalid portion shall be deemed to be severed from these Terms of Use without affecting the validity of the entire Terms of Use.

GOVERNING LAW AND JURISIDCTION

All matters, claims and any such issues which may directly or indirectly arise from or in connection with these Terms of Use shall be governed under the laws of India. The courts at Mumbai shall have the sole and exclusive jurisdiction to hear all matters, claims or any such issues which may directly or indirectly arise from or in connection with the Terms of Use.

ADVERTISEMENT

We shall have the right to place advertisements of Our choice in relation to the Platform. The Customer must not use the Platform for posting, sharing or hosting any advertisements without seeking our prior written consent.

SURVIVAL

If the Platform or the Customer terminates their account, the clauses of these Terms of Use that reasonably should survive the termination will remain in effect.

CONFLICT

In the event there is any conflict between the Terms of Use set out in these terms, the privacy policy, and any other policies applicable to whole or part of the Platform, the following order of prevalence shall apply: (i) the privacy policy (ii) these Terms of Use, (iii) any other policies applicable to whole or part of the Platform.

WAIVER

The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect.

QUESTIONS AND GRIEVANCES

If you have any queries regarding Our Application/Platform or find any discrepancies in relation to these Terms of Use, you may contact us at:

Name – Mr. Rakesh Bhat

Email – rakesh.bhat@lighthouse-learning.com, with 'cc' to legal@lighthouse-learning.com.

Phone – 9819283336

Address - Windsor, 801, Off, Manipada Rd, Kalina, Santacruz East, Mumbai, Maharashtra 400098.

We shall attempt to redress Your queries and concerns within a reasonable period of time or within a period as mandated by law.