

## **CG Slate: Terms and Conditions**

### **General Rules**

These General Rules were last updated on 18<sup>th</sup> June 2016 and the updates take effect from that date.

### **Who we are and application of these General Rules**

**1.** CG Slate, is a product of ConveGenius Edu Solutions Private Limited, a company incorporated in India, hereafter referred to as 'Company'. All references to 'we', 'us' and 'our' in these General Rules ('Rules') are a reference to CG SLATE. The rights of usage of all terms contained as a part of the bundled application rest solely with the Company, and at no point would any party claim the rights to such usage. 'Lenovo', 'Flipkart', 'Amazon' and 'PayTM', and associated images/copyrights/TMs are all properties of their respective owners, and they have been used on CG Slate with prior permission from these entities.

### **General**

**2.** To open an account with CG SLATE ('Account') you must be aged 18 years or older. A 'Member' is a person who holds an Account, and any reference to 'you' or 'your' in these Rules is a reference to a Member.

**3.** You agree that the service offered by CG SLATE is a platform for Pre-Primary and Primary education which includes various videos, books, apps, etc. for which the Company itself is the developer/author/creator, or it has the necessary written permission to use these licensed/copyrighted material.

**a.** CG Slate and all associated IP are sole properties of the Company, and the Member agrees that the license to use these services are legally obtained through a direct or indirect sale proceeding involving the company, and he/she is personally liable for the misuse/piracy of the same. Content, including, but not restricted to screenshots/images/sounds etc. on the platform are either properties of the Company, or appropriately licensed for use, and the unauthorized misuse/piracy of these would make you personally liable.

**b.** The platform has three major demarcated zones: Learn Zone, Play Zone and Shop Zone. Learn Zone has educational videos/books/apps/tasks, Play Zone has videos/books/apps/images and Shop Zone has links to purchase kid-appropriate toys/games/books/stationery.

**c.** While the Member is the main account holder, you agree that the predominant user of the platform would be your ward, a child aged 2-12. While CG Slate has spared no efforts in ensuring that your ward has access to only

safe and age-appropriate content, you are responsible for his/her/their action/s on the platform, and in case of a lapse on your part to ensure adequate protection of the other areas accessible through the tablet, including, but not restricted to unfettered internet access, CG Slate and the Company would not be held responsible for the repercussions following such action/s.

**d.** In the case that a link on the platform leads the child to a platform outside the scope of control of ours, CG Slate or the Company would not be held responsible for his/her/their action/s on the third-party platform, and the member accepts responsibility of these actions.

**4.** By opening an Account, you are deemed to have read and accepted these Rules and CG SLATE's Privacy Policy. You can view our Privacy Policy on our website located at [www.cgslate.com](http://www.cgslate.com) . Further, any pages or websites under the 'CG SLATE' brand and any CG SLATE mobile phone or tablet applications that are owned and/or operated by us is henceforth termed the 'Website'. For the usage of 'Lenovo', 'Flipkart', Amazon and 'PayTM' services/products, the associated Terms and Conditions, and Privacy Policies need to be adhered to, and these could be found on their respective websites ([www.lenovo.com](http://www.lenovo.com), [www.flipkart.com](http://www.flipkart.com), [www.amazon.in](http://www.amazon.in) and [www.paytm.com](http://www.paytm.com)), and by agreeing to these terms and conditions, you automatically agree to be bound by the respective terms of those policies/terms/rules. Also, you agree to let CG Slate use your personal information solely in order to provide services from the aforementioned companies, in a manner not contravening any privacy or other laws that may be in place.

**5.** CG SLATE reserves the right to change, amend or add to these Rules and the Privacy Policy at our discretion, and will publish such changes on our Website. You agree that any changes, amendments or additions published on our Website will be taken to be effective immediately. It is the Member's responsibility to ensure that they are aware of the current Rules and Privacy Policy.

### **Member obligations**

**6.** Members are responsible for ensuring that their Account details such as their name, email address etc. are kept up to date and to notify us immediately of any incorrect Account details. In the event that a Member has not kept their Account details up to date, we reserve the right to suspend the Account. Members are responsible for complying with their own local, national or state laws concerning the usage of such a platform prior to either applying to become a Member or using their account to access services on the application. In particular, if you are a resident of a country where such access is prohibited, you must not register with us, or attempt to use our services. You agree that you shall not open an Account, nor attempt to use your Account, if you are within a jurisdiction where such usage is restricted.

**7.** We periodically monitor transactions on Accounts. You accept that if we detect

activity which indicates to us that you are or may be within a jurisdiction which does not allow you to access such a platform, we may, in our discretion, either suspend or permanently close your Account. You accept that the data available to monitor usage on an Account is not always accurate and CG SLATE will use its discretion while conducting any investigation.

**8.** In the event that CG SLATE discovers that an Account has been opened by someone who resides in a jurisdiction which may forbid usage of such services, CG SLATE may in its discretion, close the Account. Winnings in terms of in-app currency may be forfeited if the Account holder opens the Account contrary to these Rules.

**9.** Where a person successfully applies for an Account with CG SLATE, the Member must then comply with the matters set out in Rules 11-19 (inclusive) to our satisfaction to fully activate their Account.

**10.** A Member must immediately notify CG SLATE of any matter (including any potential mental impairment) which may lead us to reasonably infer that your ability to make sound judgments about the utilization of paid services on CG SLATE in respect of your Account may be impaired.

#### **Member identification requirements**

**11.** Members are required to provide CG SLATE with adequate identification information for the purposes of complying with local legislations, which are outside the control of CG SLATE.

**12.** Member 'identification information ('ID') means your name, gender, country, mobile number and email address, as provided to CG SLATE upon applying for your Account. Members who do not provide necessary details up front may have their Accounts suspended, without notice, pending an investigation.

**13.** CG SLATE also requires confirmation of email address through an automated mail and the confirmation of mobile number through an automated SMS with a unique OTP that expires in 30 mins. The member agrees that once the mobile number and email addresses are confirmed, you agree to receive updates/newsletters/updates from CG Slate till a time that you decide to explicitly unsubscribe to these.

**14.** CG SLATE may at any time request the user to upload pictures to his/her profile, which is completely optional and would not be used for any other purposes other than those explicitly mentioned.

**15.** Should a Member deliberately falsify any ID or any other details for any purpose associated with applying for an Account or transacting on the Account, CG SLATE reserves the right to suspend the Account and/or close the Account without prior notification to the Member.

## **Account security**

**16.** A Member is responsible for ensuring that their user name and security details (including any personal identification number ('PIN'), password or Account number) ('Secure Member Details') are kept confidential. If a Member suspects that their Secure Member Details may no longer be confidential or that there may have been unauthorised use of their Account, they must notify CG SLATE immediately, and CG SLATE may provide the Member with new Secure Member Details. Where CG SLATE provides the Member with new Secure Member Details, CG SLATE reserves the right to invalidate any future transactions which attempt to utilise the previous Secure Member Details of that Member.

**a.** With respect to the credentials associated with your ward/s, it's solely your responsibility to ensure the protection and privacy of the same, and under no circumstances would CG Slate or the Company would be held liable for any misuse of the same.

**17.** Where a Member wishes for another individual to have access to their Account or any Secure Member Details (including any family member, business or corporate entity or any other person whatsoever), this must first be approved by CG SLATE and details for that person provided. CG SLATE may refuse such request for access at its discretion. A Member remains solely responsible for their Account including but not limited to transactions, in application purchase and Account changes made by any authorized individual. CG SLATE reserves the right to request full certified identification documentation from any proposed nominee.

**18.** Members will be responsible for all actions on their Account in which their Secure Member Details are used. These include the actions of their wards.

**19.** Members should check the details of their Account each time they log on to their Account. In the event of a query, it is the Member's responsibility to notify CG SLATE immediately.

**20.** If minors have access to a device that a Member uses to log into their Account, CG SLATE strongly recommends that a child protection software package is installed onto that equipment. Two such software applications are Cyber Patrol and Net Nanny.

**21.** CG SLATE Website contains content which is intended for use by persons over the age of 18.

## **CG SLATE's rights and other matters**

**22.** CG SLATE reserves the right to cancel, change or restrict the products or services or games types at any time with or without notice to Members.

**23.** CG SLATE has made considerable efforts to ensure that its edutainment business

operates in a fair, efficient and accurate manner.

**24.** A Member may only have one Account.

**25.** CG SLATE services are intended for bona fide Members, that is, those Members who act in good faith, sincerely, without fraud, and who use CG SLATE for the purpose of learning, entertainment and exercising skill and knowledge of/for their wards.

**26.** CG SLATE reserves the right to close the Account made by any person where, in CG SLATE's reasonable opinion, the Account has not been operated with integrity.

**27.** Any reference to a discretion which may be exercised by CG SLATE under these Rules means CG SLATE's sole and absolute discretion.

### **Services Offered**

**28.** CG SLATE provides a platform for Pre-Primary and Primary education which includes various videos, books, apps, etc.

**29.** CG SLATE incentivizes children on the platform with two in-app currencies based on the amount they have learned, viz. 'Play Zone Minutes' and 'Shop Zone Coins'. While 'Play Zone Minutes' enables the child to access entertainment content in the 'Play Zone', 'Shop Zone Coins' allow them to 'favourite' their favourite toys/games/books, which the parent/guardian can then use to buy the said items at a discount/cashback that is proportional to the number of 'Coins' earned. The conversions to said currencies, the logic behind these, and the earned cashbacks are all solely at the discretion of the Company, and the Member agrees to explicitly abide by any decisions of the Company in this matter.

**30.** CG Slate offers cashbacks for items purchased through the Shop Zone. These cashbacks are credited directly to your PayTM accounts, and you would be asked to provide the details for the same. In the case that you fail to do so, you automatically stand disqualified from receiving such cashbacks. The time period, value and the conditions concerning such cashbacks are dependent on the vendors/merchants associated with Shop Zone, and hence, are outside the control of CG Slate. The member agrees to clarify these terms, and accepts to be bound by these. The Company makes no guarantees or promises in this regard.

### **Errors**

**31.** CG SLATE makes every effort to ensure that no errors are made in the cashbacks offered. However, we reserve the right to correct any obvious errors and to void any cashbacks where such an instance has occurred. Should this occur, CG SLATE will endeavor to contact the Member by email or telephone.

### **Dispute Resolution**

**32.** These Rules shall be governed by and construed in accordance with the laws of India in respect of any dispute arising out of or relating to these Rules or the provision by CG SLATE of goods or services to Members ('Dispute')

**33.** If any Dispute cannot be resolved between CG SLATE and the Member, the Dispute must be referred to a representative of the Arbitration Court of Hyderabad, for final determination. A Dispute must be lodged with the court of Hyderabad within 14 days of the Dispute arising. The decision of the Arbitration is final and binding on CG SLATE and the Member. Nothing in this Rule precludes a party from seeking urgent interlocutory relief from a Court if such relief is reasonably required.

**34.** No rule of contract interpretation may be applied in the interpretation of these Rules to the disadvantage of a party on the basis that it prepared or put forward these Rules or any document forming part of these Rules.