

CG Slate User Terms of Service

Last modified on: July 5th, 2023.

All the terms in these CG Slate User Terms of Service (“**Terms**”) which start with a capital letter have been defined under the respective clauses under these Terms. These Terms of (a) use of our website cgslate.com (“**Website**”), our product (“**CG Slate**”) or any other products or services in connection with CG Slate, the Website/products and/or (b) of any mode of registration or usage of CG Slate or other products are between CG Slate and its Users. All references to 'we', 'us' and 'our' in these Terms are a reference to CG Slate.

In these Terms (a) any reference to the singular includes a reference to the plural and vice versa; any reference to one gender includes a reference to the other gender(s), unless explicitly stated otherwise; (b) headings and captions are used for convenience only and not for interpretation of the Terms; (c) any reference to a natural Person shall, include his/her heirs, executors and permitted assignees and any reference to a juristic Person shall, include its affiliates, successors and permitted assignees, unless repugnant to the context.

These Terms constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time.

Please read the Terms and the privacy policy of the Company (“**Privacy Policy**”) with respect to registration with Us, the use of CG Slate, the services and products carefully before using CG Slate application, Website, services or products.

1. COMPONENTS OF THESE TERMS

1. These Terms shall be comprised of the following:

- a. Conditions of use: Before you access or use CG Slate, please read these Terms carefully and make sure that they are understood. Provision of CG Slate to you is subject to your acceptance of these Terms. You are requested not to use and/or access CG Slate and/or any part thereof if you do not approve of, agree with and accept all the terms mentioned in these Terms.
- b. Modification of the Terms: Subject to applicable law, We may stop providing CG Slate (or any part of CG Slate or other services or products related therein) permanently or temporarily, to you or may modify or change the nature of CG Slate and/or these Terms without any prior notice to you. Your use of CG Slate following such modification shall constitute your deemed acceptance of such modifications. Suspension of CG Slate, either permanently or temporarily, does not absolve you or others of any liabilities incurred pursuant to breach of these Terms.
- c. Precedence: Unless a mutually executed agreement between you and Us states otherwise, these Terms make up the entire terms between you and Us regarding CG Slate and supersede any prior agreements.

2. GENERAL TERMS OF USE

- A. You understand 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 this licensed/copyrighted material.
- B. Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register or create an account on the CG Slate platform and all Our products or services. Persons who are minors, un-discharged insolvents etc. are not eligible to register on CG Slate. As a minor if You wish to register and access and use CG Slate then such use shall be made available to You by Your legal guardian or parents, who has agreed to these Terms. In the event a minor utilizes the CG Slate platform/Website/services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of the CG Slate platform that may occur by virtue of any person including a minor registering for the services/products provided therein. By using the products or services You warrant that all the data provided by You is accurate and complete and that student using the Application has obtained the consent of parent/legal guardian (in case of minors). The Company reserves the right to terminate Your subscription and / or refuse to provide You with access to the products or Services if it is discovered that You are under the age of 18 (eighteen) years and the consent to use the products or Services is not made by Your parent/legal guardian or any information provided by You is inaccurate. You acknowledge that the Company does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any Information about themselves or their parents and other family members on the Application.
- C. By registering or opening up an account, you are deemed to have read and accepted these Terms and CG Slate's Privacy Policy. You can view our Privacy Policy [here](#) or on our Website. For the usage of 'Lenovo', 'Flipkart' 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, www.flipkart.com and 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.
- D. CG Slate and all associated IP are sole properties of the Company ("Proprietary Information"), you agree that the license to use these services are legally obtained through a direct or indirect sale proceeding involving the Company, and you will be personally liable for the misuse/piracy of the same. Content, including, but not restricted to screenshots/images/sounds etc. on the CG Slate platform are either properties of the Company, or appropriately licensed for use, and the unauthorized misuse/piracy of these would make you personally liable.
- E. No Proprietary Information may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining prior written permission from the Company and nothing on this Application or Website or Services shall be or products deemed to confer a license of or any other right, interest or title to or in any of the intellectual property rights belonging to the Company, to the User.
- F. Your use of our products, Website, Application and Services is solely for Your personal and non-commercial use. Any use of the Application, Website, Services or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products and / or our Services shall be subjected to the following restrictions:

- i. You may not decompile, reverse engineer, or disassemble the contents of the CG Slate application/platform and / or Website and/or services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the CG Slate application/platform and / or Website and/or services/ products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the CG Slate application/platform and / or Website and/or services/ products.
- G. Our Website provides Users with access to compiled educational information and related sources. Such information is provided on an As Is basis and We assume no liability for the accuracy or completeness or use or non-obsolescence of such information. We shall not be liable to update or ensure continuity of such information contained on CG Slate. We would not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information.
- H. You acknowledge that the Company is not the manufacturer of the instrument/medium/hardware and hence, any defect relating to the same shall be reported to the manufacturer whose details shall be specified on the packaging and the Company shall not be in any manner responsible for the same. The Company does not provide any guarantee or warranty relating to the instrument/medium/hardware.

3. USER OBLIGATIONS.

- A. Users 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 User has not kept their account details up to date, we reserve the right to suspend the account. Users 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 User 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.
- B. 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 We will use discretion while conducting any investigation.
- C. If We discover that an account has been opened by someone who resides in a jurisdiction which may forbid usage of such services, We may in complete discretion, close the account and/or restrict or block access to CG Slate platform. Winnings in terms of in-app currency may be forfeited if the account holder opens the account contrary to these Terms.
- D. 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.
- E. 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.

4. USER IDENTIFICATION REQUIREMENTS

- A. Users are required to provide Us and CG Slate with adequate identification information for the purposes of complying with local legislations, which are outside the control of CG Slate platform.
- B. User 'identification information ('ID') means your name, gender, country, mobile number and email address, as provided onto the CG Slate platform upon applying to register or create an account on the CG Slate platform. Users who do not provide necessary details up front may have their accounts suspended, without notice, pending an investigation.
- C. 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 User 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 such updates.
- D. Should a User 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 User.

5. ACCOUNT SECURITY

- A. The User is responsible for ensuring that their username and security details (including any personal identification number ('PIN'), password or account number) ('Secure User Details') are kept confidential. If a User suspects that their Secure User Details may no longer be confidential or that there may have been unauthorized use/access of their account on the CG Slate platform, they must notify the Company and CG Slate immediately, and the Company may provide the User with new Secure User Details. Where CG Slate provides the User with new Secure User Details, CG Slate reserves the right to invalidate any future transactions which attempt to utilize the previous Secure User Details of that User.
 - i. With respect to the credentials associated with a Child User, it's solely the User's 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 or discrepancy carried out therein.
- B. Where a User wishes for another individual to have access to their account or any Secure User 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 User 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.
- C. Users by themselves or on behalf of Child Users will be responsible for all actions on their account in which their Secure User Details are used.
- D. Users will be responsible for maintaining the confidentiality of the account information and for all activities that occur under their account. Users agree to (a) ensure that they successfully log out from their account at the end of each session; and (b) immediately notify the CG Slate of any unauthorized use of their account. If there is reason to believe that there is likely to be a breach of security or misuse of their account, CG Slate may request the User to change their Secure User Details or we may suspend their account without any liability to the Company or CG Slate, for such period of time as we deem appropriate in the circumstances. CG Slate shall not be liable for any loss or damage arising from the User's failure to comply with this provision.
- E. In case the account is being utilized by a Child User, CG Slate strongly recommends that a child protection software package is installed onto that equipment. Two such recommended software applications are Cyber Patrol and Net Nanny.

6. CG SLATE'S RIGHTS AND OTHER MATTERS

- A. 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 Users.
- B. CG Slate has made considerable efforts to ensure that its edutainment business operates in a fair, efficient and accurate manner.
- C. A User may only register and use/access only one account on the CG Slate platform.
- D. CG Slate services are intended for bona fide Users, that is, those Users 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 Child Users.
- E. CG Slate reserves the right to restrict/suspend or permanently barre the account made by any person where, in CG Slate's reasonable opinion, the account has not been operated with dignity, integrity and with standard fair judgment.
- F. Any reference to a discretion which may be exercised by CG Slate under these Terms means CG Slate's sole and absolute discretion.

7. INDEMNIFICATION

- A. You agree to defend, indemnify and hold harmless the CG Slate, the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the CG Slate platform, services, Website; (ii) Your violation of any term of these Terms or any other policy of CG Slate (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your use of CG Slate has caused damage to a third party. This defense and indemnification obligation will survive these Terms.

8. DISPUTE RESOLUTION AND GOVERNING LAW

- A. You agree that in case of any dispute, claim or controversy arising with regard to the interpretation or working of these Terms or the rights, liabilities or duties arising out of it, the dispute may be resolved pursuant to arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996 along with its amendments from time to time. The matter shall be referred to a panel of up to 3 (three) arbitrators wherein each of you and Us will appoint 1 (one) arbitrator each, and both such arbitrators shall mutually appoint a third arbitrator. The language of the arbitration is in English language and the award shall be substantiated in writing. The venue of the arbitration shall be New Delhi. You shall bear your own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrators, the arbitration fees shall be shared equally by you and Us and the award shall be binding on both you and Us and shall be enforceable in any competent court of law, subject to applicable laws.
- B. These Terms also limit the time You have to bring a claim, including the time to start an arbitration proceeding to the fullest extent permitted by applicable law. We and you agree that for any dispute, you must bring claim in order to commence an arbitration proceeding, within 3 (three) years after the dispute first arose; otherwise, such dispute is permanently barred. This implies that if you do not bring a claim within 3 (three) years after the dispute first arose, then the arbitration shall be dismissed on grounds of the limitation period.
- C. These Terms shall be governed by and shall be construed in accordance with the laws of India. All disputes relating to this Agreement shall be settled in the courts located at New Delhi, India subject to Clause 9(A) above.

9. MISCELLANEOUS

- A. If any provision of these Terms is determined to be unenforceable then such provision shall, to that extent, be deemed deleted from such Terms and the legality, validity and enforceability of the remaining provisions of the Terms shall not be in any way affected. Any act of either Us or the User, done prior to the provisions being held unenforceable shall be deemed to be valid and binding on the other.
- B. All of Our rights and obligations under these Terms are freely assignable by Us to any of Our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and We may transfer your information to any of Our affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern Your relationship with such third-party. We hope You will continue using CG Slate, but if you do not agree to such an assignment, you must stop using CG Slate by deleting your account after having been notified of the assignment.
- C. It is specifically understood and agreed that any breach of these Terms by a User may result in an irreparable injury to Us, other Users, businesses or developers, and in addition to any other remedy that We may have for such breach, We will be entitled to seek both temporary and permanent injunctive relief without the necessity of proving actual damages (to the extent permitted by law) and to enforce these Terms in any court of competent jurisdiction.
- D. No failure on Our part to exercise and no delay on Our part in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any rights under these Terms, precludes any other or further exercise of such rights by Us. If We fail to enforce any of these Terms, it will not be considered a waiver.
- E. In the event of any actual or threatened default in, or breach of, any of the Terms, We shall have the right to specific performance or other equitable relief of Our rights under these Terms, in addition to any and all other rights and remedies at law or inequity, and all such rights and remedies shall be cumulative. You agree that the remedies at law for any breach or threatened breach of these Terms including monetary damages may be inadequate compensation for any loss that We may suffer and that any defence in any action for specific performance that a remedy at law would be adequate is hereby waived by you.
- F. We reserve the right to designate in the future that certain provisions of CG Slate are governed by separate terms (where, as applicable, you may separately consent and/ or separately be required to adhere to). Any written contracts executed by you in respect of CG Slate prior to the date of notification of these Terms shall stand terminated and superseded by these Terms.
- G. CG Slate is not intended for distribution to or use in any country or territory where such distribution or use would violate local law or would subject us to any regulations in another country or territory. We reserve the right, to limit CG Slate to any country or territory.
- H. You will comply with all applicable export laws of India. You will not, directly or indirectly, export, re-export, provide, or otherwise transfer CG Slate; (a) to any individual, entity, territory, or country prohibited by these export laws; (b) to anyone on Indian government restricted parties lists; or (c) for any purpose prohibited by export laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations; (d) You will not use or gain access to CG Slate if you are located in a restricted country or territory, if you are currently listed on any Indian government restricted parties list, or for any purpose prohibited by export laws, and You will not disguise Your location through IP proxying or other methods.

- I. Our Terms are written in English. Any translated version is provided solely for your convenience. To the extent any translated version of Our Terms conflicts with the English version, the English version prevails. Any amendment to or waiver proposed by you of these Terms requires Our express consent.
- J. We may amend or update these Terms. We will provide You notice of material amendments to Our Terms, as appropriate, and update the "Last modified" date at the top of Our Terms. Your continued use of CG Slate confirms Your acceptance of these Terms, as amended. We hope you will continue using CG Slate but if you do not agree to these Terms, as amended, you must stop using CG Slate by deleting your account.
- K. You will not transfer any of your rights or obligations under these Terms to anyone else without Our prior written consent.
- L. Nothing in the Terms will prevent Us from complying with the applicable law.
- M. We reserve all rights not expressly granted by Us to you. You may have legal rights as a consumer, and Our Terms are not intended to limit such consumer legal rights that may not be waived by a contract.

We always appreciate Your feedback or other suggestions about CG Slate, but you understand that you have no obligation to provide feedback or suggestions and that We may use your feedback or suggestions without any restriction or obligation to compensate you for them,

You can reach Our customer support team to address any of your queries or complaints at hello@cgslate.com

10. DEFINITIONS

Key Definitions: For the purposes of these Terms and other policies of CG Slate, unless the context otherwise requires:

- A. **"Account"**- shall mean the account created on the Platform by the User and/or on behalf of the Child User for the use of the Services.
- B. **"Child User"**- means a minor under the age of 18 (eighteen) years who shall only use the Services and/or provide information for use of the Services and the CG Slate Platform with the prior consent, knowledge and agreement of their parent or legal guardian to the Privacy Policy and the Terms and such other terms and conditions, as may be applicable to CG Slate, the Website, Platform, products or Services.
- C. **"Personal Information"**- means any information relating to the Users and/or Child Users which, either directly or indirectly, in combination with other information available or likely to be available with CG Slate is capable of identifying such Users and/or Child Users. Personal Information shall include, for example, name, gender, mobile phone number, email ID, sensors data - accelerometer, gravity, gyroscope, magnetic field, pressure, proximity, location and rotation.
- D. **"Platform"**- shall mean the CG Slate application and the CG Slate tablet and shall include an and all associates applications, software, firmware, websites, products and Services that are connected to the Platform.
- E. **"Services"**- shall mean the following:

- Providing a Platform for pre-primary and primary education, including various videos, books, apps etc.;
- Incentivizing Child User's 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 User and/or on behalf of the Child User 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 CG Slate, and the User and/or on behalf of the Child User agrees to explicitly abide by any decisions of CG Slate in this matter.
- offers cashbacks for items purchased through the Shop Zone. These cashbacks are credited directly to the User's PayTM accounts, and they would be asked to provide the details for the same. In the case that the User fail to do so, the User automatically stands disqualified from receiving such cashbacks. The time, 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. User agrees to clarify these terms and accepts to be bound by these. CG Slate makes no guarantees or promises in this regard.

F. "User" (or 'you', 'your' and 'yourself')- means any user of the Services who is aged 18 (eighteen) years or above or, where applicable, is the parent or legal guardian of a Child User.