

## TERMS OF USE

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For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Websites by providing Registration Data while registering on the Websites as Registered User using the computer systems or other electronic mediums. SARLAM allows the User to surf the Websites without registration on the site, but for making purchases of any paid packages or to use the free demo packages the registration is must. The term "We", "Us", "Our" shall mean SARLAM IT SERVICES PRIVATE LIMITED.

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Use periodically for updates / changes. Your continued use of the Websites following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Websites.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by SARLAM Policies (including but not limited to Privacy Policy available on <http://www.sarlam.in/privacypolicy.pdf>) as amended from time to time.

### **MEMBERSHIP ELIGIBILITY**

Websites are available for use by any person. Any person can browse the websites; but to use the demo packages and/or paid packages the person have to register with websites. Any account created on websites is for Individual use only, and non-transferable. SARLAM reserves the right to terminate your membership and / or refuse to provide you with access to the Websites if it is brought to SARLAM's notice or if it is discovered that you breached the terms of use and/or privacy policy.

### **YOUR ACCOUNT AND REGISTRATION OBLIGATIONS**

If You use the Websites, You shall be responsible for maintaining the confidentiality of your Display Name, User Id and Password and You shall be responsible for all activities that occur under your Display Name/User Id and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Websites and refuse to provide You with access to the Websites.

All the packages Offered by Websites on Sarlam.in and/or on ApaniPathshala.Com are for usage by **Individual, and NOT for Group**. You must not share your user-id/password with anyone. If, we find that multiple persons are using the same account then your account can be suspended and/or blocked. If we find any suspicious activity, we can use below (not limited to) approaches to verify your account:

- **Online Verification:** We can ask for online verification; and if it fails then your account can be suspended or blocked permanently.
- **Login Using SMS Code:** We can randomly generate the code and send to your registered mobile for your login or re-login and if it fails then your account can be suspended or blocked permanently.
- **On Call Verification:** We may call you on your registered mobile number and may ask you to verify your account.

### **COMMUNICATIONS**

When You use the Websites or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

### **CHARGES**

Membership/Registration on the Websites is free for users. SARLAM does not charge any fee for browsing and using the Demo/free trail packages on the Websites. But, User need to buy the paid packages Fee for using the full services. SARLAM reserves the right to change its Fee Policy from time to time. In particular, SARLAM may at its sole discretion introduce new services and modify some or all of the existing services offered on the Websites. In such an event SARLAM reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Websites and such changes shall automatically become effective immediately after they are posted on the Websites. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to SARLAM IT SERVICES PRIVATE LIMITED.

### **USE OF THE WEBSITES**

You agree, undertake and confirm that Your use of Websites shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - a) belongs to another person and to which You does not have any right to;
  - b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - c) is misleading in any way;
  - d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - e) harasses or advocates harassment of another person;
  - f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
  - g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
  - i) promotes an illegal or unauthorized copy of another person's copyrighted work .
  - j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - m) contains video, photographs, or images of another person (with a minor or an adult).
  - n) tries to gain unauthorized access or exceeds the scope of authorized access to the Websites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Websites or

solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

- o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Websites. Throughout this Terms of Use, SARLAM's prior written consent means a communication coming from SARLAM's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- q) interferes with another USER's use and enjoyment of the Websites or any other individual's User and enjoyment of similar services;
- r) refers to any Websites or URL that, in Our sole discretion, contains material that is inappropriate for the Websites or any other Websites, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- s) harm minors in any way;
- t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- u) violates any law for the time being in force;
- v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- w) impersonate another person;
- x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- y) 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 any other nation.
- z) shall not be false, inaccurate or misleading;
- aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any

manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

bb) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider (“ISPs”) or other suppliers;

2. You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Websites or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Websites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Websites. We reserve Our right to bar any such activity.
3. You shall not attempt to gain unauthorized access to any portion or feature of the Websites, or any other systems or networks connected to the Websites or to any server, computer, network, or to any of the services offered on or through the Websites, by hacking, password “mining” or any other illegitimate means.
4. You shall not probe, scan or test the vulnerability of the Websites or any network connected to the Websites nor breach the security or authentication measures on the Websites or any network connected to the Websites. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Websites, or any other customer, including any account on the Websites not owned by You, to its source, or exploit the Websites or any service or information made available or offered by or through the Websites, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Websites.
5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms SARLAM, sarlam.in,apanipathshala.com or otherwise engage in any conduct or action that might tarnish the image or reputation, of SARLAM on platform or otherwise tarnish or dilute any SARLAM’s trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Websites or SARLAM’s systems or networks, or any systems or networks connected to SARLAM.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Websites or any transaction being conducted on the Websites, or with any other person's use of the Websites.
7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Websites or any service offered on or through the Websites. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
8. You may not use the Websites or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of SARLAM.
9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our.
10. You shall not engage in advertising to, or solicitation of, other Users of the Websites to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Websites or related to us. You may not transmit any chain letters or unsolicited commercial or junk mail to other Users via the Websites. It shall be a violation of these Terms of Use to use any information obtained from the Websites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Websites) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole

discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

SARLAM 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 Use. Notwithstanding this right, YOU REMAINSOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITES AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect SARLAM views. In no event shall SARLAM assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Websites. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

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12. It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Websites and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Websites, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Websites You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Websites. Please carefully select the type of information that You publicly disclose or share with others on the Websites.
13. SARLAM shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).



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## **PRIVACY**

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance

with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at <http://www.sarlam.in/privacypolicy.pdf>. If You object to Your Information being transferred or used in this way please do not use Websites.

We and our affiliates will share / sell / transfer / license / convey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to your personal information. Once you provide your information to us, you provide such information to us and our affiliate and we and our affiliate may use such information to provide you various services with respect to your transaction whether such transaction are conducted on [www.sarlam.in](http://www.sarlam.in) or [www.apanipathshala.com](http://www.apanipathshala.com) or with third party Websites.

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For using the Web-based products/packages and services you have to register yourself with the SARLAM before using the services, which will be available online. SARLAM does not warrant 100% availability of services as the networking and hosting services being used are provided by the third parties.

You will be required to enter a valid phone number and email address while registering on SARLAM on the Websites. By registering Your phone number and email address with us,

You consent to be contacted by Us via phone calls and/or SMS notifications and/or email communication, in case of any product/packages related updates. We will not use your personal information to initiate any promotional phone calls or SMS or spam mails.

## **SERVICES**

### **Payment**

While availing any of the payment method/s available on the Websites, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

1. Lack of authorization for any transaction/s, or
2. Exceeding the preset limit mutually agreed by You and between "Bank/s", or
3. Any payment issues arising out of the transaction, or
4. Decline of transaction for any other reason/s

All payments made against the purchases/services on Websites by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Websites will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Websites.

Currently, all products/packages on websites are web-based where there will not be any physical object/product need to be delivered to your address. For All web-based product, you need to use the services online by logging -in on [www.sarlam.in](http://www.sarlam.in) or [www.apanipathshala.com](http://www.apanipathshala.com)

Further:

1. You have specifically authorized SARLAM or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically through Payment Facility.
2. You understand, accept and agree that the payment facility provided by SARLAM is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through direct deposit in bank account, account payee check to SARLAM, demand draft to SARLAM, Cash On Delivery, collection and remittance facility for the Transactions on the SARLAM Websites using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, SARLAM is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

**3. For Cash On Delivery (only applicable in some cities in Madhya Pradesh):**

User/Buyer must use the process mentioned by SARLAM on its home page (and also here). This Service is solely provided by Sarlam's Employees. Its Buyer/User responsibility to use the below steps before paying the cash to the Sarlam's Employees:

- Ask for the **PRE-ACTIVATED** coupon from Sarlam's Employee.
- Give a call to Sarlam's Customer Care on +91 7592 260608.
- Customer Care executives will ask you to tell the coupon number (an unique number).
- Customer Care executives will validate the coupon and sms you (and the Sarlam' employee mobile number) the other number mentioned on the coupon on your mobile number.
- If the number sent by Customer Care executives, matches with the number on coupon then that means coupon is **authentic**.
- Pay the Cash to Sarlam' employee.

Its sole responsibility of the buyer/user to authenticate and verify the coupon before paying the Cash to Sarlam's employee. SARLAM is not responsible for any loss (including financial losses) caused due to NOT following above process.

**Payment Facility for Buyers/Users:**

- You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the SARLAM to purchase the products and /or services from the SARLAM using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the SARLAM using Payment Facility.
- You, as a Buyer, shall be entitled to claim a refund in case You do not like the services within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Websites features within the stipulated time than this would make You ineligible for a refund.
- You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the

Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services

- Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received.
- For Cash On Delivery transactions, refunds, if any, will be made via demand draft in favour of the Buyer (As per registration details provided by the Buyer)
- Refund shall be made in Indian Rupees only (based on the refund policy)
- For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- Refund shall be conditional and shall be with recourse available to SARLAM in case of any misuse by Buyer.
- Refund shall be subject to Buyer complying with Policies.

3. SARLAM reserves the right to impose limits on the number of Transactions or Transaction Price which SARLAM may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

4. SARLAM reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with SARLAM or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

**Compliance with Laws:**

5. Buyer shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and SARLAM Websites.

**Buyer's arrangement with Issuing Bank:**

6. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

7. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

**REFUND POLICY**

For all web-based products (apanipathshala.com)/packages, the refund is subject to the following terms and conditions:

1. Notify SARLAM within a week time from activation of your account. After, completion of One Week, there will NOT be any refund.
2. Refund amount will be based on the below statistics:
  - Browsed less than 200 questions : Full Amount Refund
  - Browsed less than 500 questions : 50% amount refund
  - Browsed more than 500 questions : NO refund

SARLAM reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, SARLAM may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

**INDEMNITY**

You shall indemnify and hold harmless SARLAM, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

### **APPLICABLE LAW**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Hyderabad.

### **JURISDICTIONAL ISSUES**

Currently, all the products/packages on websites are web-based so can be used from anywhere in the world.

### **TRADEMARK, COPYRIGHT AND RESTRICTION**

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### **TRADEMARK COMPLAINT**

SARLAM respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to SARLAM at [contact@sarlam.in](mailto:contact@sarlam.in).

**PRODUCT DESCRIPTION**

SARLAM is the whole sole owners of all the products/packages listed on websites. We do warrant that Product description or other content of Websites is verified by our experts and we tried our best to make the content Correct, Valid, Current, Reliable, and Accurate. In case, you find any incorrect, misleading information, please contact us at [contact@sarlam.in](mailto:contact@sarlam.in) and we will make the amendments if necessary.

**CONTACT US**

Please send any questions or comments regarding Websites to [contact@sarlam.in](mailto:contact@sarlam.in).