

## **Subscriber Terms and Conditions**

1. These Terms and Conditions, as amended from time to time are the complete and exclusive statements of understanding between Holistic Mind Pvt. Ltd (“**Little Leap**”) & the **Subscriber** (through Parent/ Legal guardian) and shall apply to **the product and services made available** (hereinafter referred to as “**Program**”). It supersedes all the understanding or other prior understanding, whether oral & written, and all representation or other communications between the Little Leap & the Subscriber amounts to acceptance of these terms & conditions.
2. By subscribing to the Program, a Subscriber unconditionally and irrevocably accepts and agrees to be bound by all these terms and conditions as stated herein. The use of this website is subject to the laws of India, and is not offered outside of India.
3. Little Leap shall not be responsible for any Subscriber subscribing for the Program unlawfully or otherwise in breach of local law.
4. Little Leap reserves the right, in its sole and absolute discretion, to amend or vary any of the T&C at any time without prior notice.
5. Little Leap reserves the right, in its sole and absolute discretion, to terminate or disqualify any Subscriber’s enrollment for the Program or reclaim the Fee paid for such enrollment, at any time if it is the opinion of Little Leap that there has been a breach of any of the Terms by such Subscriber.
6. Any commercial use of the content of the Program is strictly prohibited and shall be punishable under applicable law.
7. Details of the Program are as follows :

### **Program Details:**

- (i) Little Leap Program is designed for developing certain skills in children, it does not guarantee cure of any deficiency, disease or disability. It should be treated as complimentary with school education or home schooling and not as any therapy/treatment etc. required for kids.
- (ii) The Little Leap Program is offered in through the following modes:
  - (a) Parent Led Sessions.
  - (b) Trainer Led Group Sessions.
  - (c) Trainer Led One to One Sessions.
8. By subscribing for the Program, the Subscriber agree to allow Little Leap the usage of their name and/or likeness, without compensation, for promotional and marketing purposes;
9. Any attempt by a Subscriber to deliberately damage or undermine the legitimate operation of the Program is a violation of Criminal and Civil Laws and should such an attempt be made, Little Leap reserves the right to seek damages from any such Subscriber to the fullest extent as permitted by law.
10. The Program and this shall strictly be used for personnel purposes. No commercial gain shall be made through the use of the Program and/or the Website.
11. Little Leap in its absolute discretion may publicize, broadcast or otherwise disclose a Subscriber’s name, character, likeness, statements, or any recording of their voice in advertising or promotional activities concerning the Program, or generally.
12. Little Leap, and/or its subsidiaries shall not be liable to any person or entity for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the winner or any third party, whether in connection with the Program, or for breach of any warranty or in tort.

13. Each Subscriber agrees to indemnify Little Leap, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of the Subscriber's breach of any of the T&C.
14. Neither the Company, nor affiliate partners or corporate bodies, nor the directors, shareholders, managers, partners, employees or agents of any of them, has verified any of the information contained herein, and no such party, entity or person make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the information, contained in the program. All such parties, entities, and persons expressly disclaim any and all liability for, or based on, or relating to any such information contained in, or errors in or omissions from, this program or based on or relating to the recipient's use of the program.
15. Each Subscriber, by subscribing for the Program, expressly releases Little Leap from any claim, action or demand arising out of or in connection with the Program.
16. Little Leap shall not assume any responsibility for incorrect or inaccurate capture of any entrants' information. This will include but not limited to technical malfunctions, human or technical error, seeding or printing errors, lost or delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof.
17. The laws of the India govern these T&C and the Program. The courts of Delhi will have exclusive jurisdiction in case of any dispute arising under the T&C and/or the Program
18. Any provision of the T&C that is prohibited or unenforceable in any jurisdiction shall be ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. Such prohibition/restriction does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the T&C.
19. Failure by Little Leap to enforce any of these Terms and Conditions in any instance(s) shall not give rise to any claim by any person.
20. The Program and its content along with the content of this website, all goodwill, copyright, moral rights or other intellectual rights associated thereto shall vest exclusively with Little Leap.
21. By using the Program of Little Leap, Subscriber hereby agrees and indicate that he or she understands the disclosure practices of Little Leap.
22. Notwithstanding Subscriber's registration with National Do Not Call Registry (In Fully or Partly blocked category under National Customer Preference Register set up under Telecom Regulatory Authority of India), Subscriber hereby expresses his or her interest and accord its willful consent to receive communication (including commercial communication) in relation to the Program provided by Little Leap. Subscriber further confirms that any communication, as mentioned hereinabove, shall not be construed as Unsolicited Commercial Communication under the TRAI guidelines and Subscriber has specifically opted to receive communication in this regard on the telephone or mobile number provided by him or her.
23. These Terms and Conditions shall remain in full force and effect while Subscriber uses the Program offered by Little Leap. Subscriber's subscription will automatically be renewed until it is cancelled by him or her. The Subscriber must cancel his or her subscription to avoid any subscription fee on or before the last date of subscription.
24. Only future charges associated with Subscriber's subscription shall be cancelled at the time of cancellation of subscription and Subscriber will continue to have access to the Program through the end of subscription period. The cancellation will only become effective at the end of Subscriber's current billing period.
25. Subscriber/User shall not archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from the Program. User shall not circumvent, remove, alter,

deactivate, degrade or thwart any of the content protections in the Program; use any robot, spider, scraper or other automated means to access the Program; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Product; insert any code or product or manipulate the content of the Product in any way; or use any data mining, data gathering or extraction method. In addition, User shall not upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, limit or corrupt the functionality of any computer software or hardware or telecommunications equipment associated with the Program, including any software viruses or any other computer code, files or programs. Little Leap reserves the right to terminate, deactivate or restrict use of the Program with or without notice and without further obligation in the event of any violation of these Terms of Use or are engaged in illegal or fraudulent use of the Program.

26. The Subscriber is not allowed to share his/her user credentials for use by any other user/subscriber. The Program or any content viewed/services availed are for the Subscriber's personal and non-commercial use only and may not be shared with others. The subscription provides access to an individual, which can be used on a maximum of 5 devices however at any given point in time the Product would be active on only one Device.
27. 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 Subscriber and the respective Issuing Bank and payment instrument issuing company.
28. 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 Subscribers. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between subscriber and the respective Issuing Bank.