

Welcome to Thinkerstation! We hope that you have a great experience using our Platform.

These Terms and Conditions (“Terms and Conditions”) set out the terms and conditions for use of <https://www.thinkerstation.com/> (the “Site”), the mobile application(s) (the “Application”) and any features, subdomains, content (except as specified hereunder), functionality, products, services (including the Services), media, applications, or solutions offered on or through the Site and/or the Application and/or through any modes, medium, platform or format, including through Secure Digital (‘SD’) cards, tablets or other storage/transmitting device (hereinafter collectively referred to as the “Platform”/ “Thinkerstation Platform”).

These Terms and Conditions apply to all users of the Platform, including without limitation, all persons who create and / or make available Content Provider Content (as defined under the **‘Intellectual Property’** section below) on the Platform (referred to as **“Project admin, Workshop admin, Educators, Corporates/Professionals, Subject Matter experts”**) and users who access the Platform to learn a subject or a skill or users who access the Platform (referred to as **“Students”**) otherwise (collectively referred to as **“you”, “your”, or “User(s)”**). These Terms and Conditions along with the Privacy Policy, Cookies Policy, and any other terms and conditions, rules, policies or guidelines included in these Terms and Conditions or Privacy Policy by reference and/or as updated on the Platform or otherwise communicated to you from time to time (including terms and conditions of other third party platforms that may be used or accessed for gaining access to the Platform or using the Services on the Platform (collectively referred to as the **“Platform Term(s)”**), defines the relationship between you and Thinkerstation, and they shall govern your use of the Platform and the Services (defined below) offered therein. Your access to the Platform is subject to your acceptance of the Platform Terms and such acceptance of the Platform Terms forms a legally binding agreement between you and Thinkerstation (**“Agreement”**). Hence, please take your time to read the Platform Terms in their entirety.

From time-to-time, updated versions of the Platform Terms may be made available as aforesaid for your reference. By visiting and accessing the Platform, providing your Personal Information (*as defined in the Privacy Policy*), using the Services offered or by otherwise signing your agreement when the option is presented to you, you hereby expressly accept and agree to the Platform Terms. If you do not agree to any of the terms or do not wish to be bound by them, then please do not use the Platform in any manner.

When we speak of **“Thinkerstation”, “we”, “us”, and “our”**, we collectively mean **THINKERSTATION PRIVATE LIMITED** – a company incorporated in India and all of its affiliates which have license to host the Platform and offer Services. Kindly refer to the **‘ About Thinkerstation and the Platform ’** section of these Terms and Conditions to know which Thinkerstation entity your Agreement will be with.

A. About THINKERSTATION and the Platform

The Platform is owned, managed, operated and offered by THINKERSTATION PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at SHOP NO.2, ADITYA TOWER, CANADA CORNER, SHARANPUR ROAD NASHIK MH 422102 IN, (**"Thinkerstation"**). In any jurisdiction other than India, wherever Services are rendered through the Platform, the same is offered by Thinkerstation and / or its affiliates (as relevant pursuant to appropriate intra group contractual arrangements).

B. Platform Services:

Thinkerstation Platform is an online service platform enabling Content Providers to create and offer content in various formats including without limitation audiovisuals, audio, pre-recorded audiovisuals, live audiovisuals and/or in written form in a diverse range of categories through various modes and means ("Content Provider Content") and publish and make available such Content Provider Content to the Learners/Students. Thinkerstation acts as an intermediary between the Content Providers and Learners/Students [in accordance with the Information Technology Act, 2000, or the Digital Millennium Copyright Act (as amended from time to time)] or other equivalent / similar legislations and makes available the Content Provider Content to the Learners/Students, including through subscription offerings (refer to the Subscription Terms below to know more). Thinkerstation may also offer, either directly or indirectly (through other third party platforms), other incidental and ancillary services which may include without limitation question banks, workshops, doubt-solving solutions, Live Mentorship (as explained here), live videos (as explained as explained here), contests, Externships, Projects, Thinkerstation Signature workshop, webinars and events (physical and/or online) and facilitating discussion forums.

For the purpose of the Platform Terms, usage of the terms **"Platform Services"/ "Services"** shall mean and include all the services referred to in this section and such other products or services as may be offered by Thinkerstation.

You agree and acknowledge that Thinkerstation has no control over and assumes no responsibility for, the User-generated Content (*as defined under the 'Intellectual Property' section below*) and by using the Platform, you expressly relieve Thinkerstation from any and all liability arising from the User-generated Content.

You agree and acknowledge that Thinkerstation shall have the right at any time to change or discontinue any Service, product, aspect, or feature of the Platform, including without limitation to, the User-generated Content (to the extent it is permitted to, or required, by virtue of being an 'intermediary'), its availability and Supported/Compatible device required to access or use the Services. Thinkerstation reserves the right to terminate your Subscription and / or restrict

your access to the Platform, if you choose not to provide / partially provide the requested information.

C. Right to Access and Account Creation

As a Learner, to access the Platform and use certain Services, you will be required to register and create an account on the Platform by providing the requested details.

To register on the Thinkerstation Platform you must meet the 'Age Requirements' specified herein below. By using the Thinkerstation Platform, you, through your actions, affirm that the Age Requirements are met.

You can register on the Platform for free however; certain Services offered on the Platform may be chargeable. Please refer to our pricing page for a description the fees payable in connection with the Services.

You are not obligated to purchase any product or use any Service offered on the Platform.

Age Requirements to register and use on the Platform ("Age Requirements"):

- If you are a resident of India or any other country, then you must have attained at least 18 (eighteen) years of age to register and use the Thinkerstation Platform;

A Learner/Student who does not fulfill the Age Requirements mentioned above (as may be revised as per applicable laws from time to time) and is desirous of registering on the Platform i.e., if a Learner/student is a "**Minor**" / "**Child**", then the Learner may use the Platform with the consent of, and under the supervision of, their parent or legal guardian ("**Parent**"). Accordingly, in such a case, the Parent must agree to the Platform Terms at the time of their registration on the Platform. Please note that minors/children are not by themselves eligible to register on the Platform. When a Minor/Child uses the Platform, we assume that the Parent of such Minor/Child has enabled the Minor/Child's usage of the Platform by agreeing to the Platform Terms and that such usage is under the supervision of their Parent.

Thinkerstation reserves the right to terminate your Subscription and / or restrict your access to the Platform, if it is discovered that you do not meet the Age Requirements and/or the consent to register and use the Platform is not obtained as above. You acknowledge that Thinkerstation does not have the responsibility to ensure that you conform to the aforesaid Age Requirements. It shall be your sole responsibility to ensure that the required qualifications are met.

If you are a Content Provider, your access and use of the Platform may additionally be subject to separate agreement(s) with Thinkerstation and shall be collectively governed by the terms of such agreement, the Terms and Conditions, other Platform Terms, and such other terms as may be communicated or agreed with the Content Provider from time to time.

Further, the permission given by Thinkerstation to access and use the Platform under these Terms and Conditions is subject to the following conditions:

1. You agree not to distribute in any medium any part of the Platform, Content Provider Content or the Thinkerstation Content (as defined below) without Thinkerstation's prior written authorization. You agree not to alter or modify any part of the Platform.
2. You agree not to access User-generated Content of any other User through any technology or means other than the User-generated Content you have legitimate access to.
3. You agree not to use the Platform for any of the following commercial uses unless you obtain Thinkerstation's prior written approval:
 - a. the sale of access to the Platform;
 - b. the sale of advertising, sponsorships, or promotions placed on or within the Platform or Content Provider Content; or
 - c. the sale of advertising, sponsorships, or promotions of any third-party page or website.
4. You agree to receive installs and updates from time to time from Thinkerstation. These updates are designed to improve, enhance, and further develop the Platform and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Thinkerstation to deliver these to you) as part of your use of the Platform.
5. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Platform in a manner that sends more request messages to Thinkerstation's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Thinkerstation grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Thinkerstation reserves the right to revoke these exceptions either generally or in specific cases at any time with or without providing any notice in this regard. You agree not to collect or harvest any personally identifiable information, including account names, from the Platform, nor to use the communication systems provided by the Platform, unless otherwise mentioned herein.
6. You may post reviews, comments and other content; send other communications; and submit suggestions, ideas, comments, questions or other information as long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringement of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any other form of spam. In other words, ensure that your conduct on the Platform is in accordance with the Platform Terms, including the User Guidelines.

7. In your use of the Platform, you will, at all times, comply with all applicable laws and regulations.
8. Thinkerstation reserves the right to discontinue any aspect of the Platform at any time with or without notice at its sole discretion.

You are responsible for maintaining the confidentiality of your account and password to access the Platform. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform and to restrict access to your device to prevent any unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your username, password, or other Personal Information. You should take all necessary steps to ensure that the password is kept confidential and secure at all times, and if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner, you agree to immediately change your password or inform us of any unauthorized access to or use of your username or password, so that we are able to help you stop or prevent such unauthorized access. Please ensure that the details you provide us are correct and complete.

You represent that the information provided by you at the time of the registration are correct, true and accurate, and you agree to update the same as and when there is any change in the said information. Please read our Privacy Policy to understand how we handle your information.

Please note that we reserve the right to reject or put on-hold your registration on the Platform as may be required to comply with any legal and regulatory provisions, and also reserve the right to refuse access to the Platform, terminate accounts, remove content at any time without providing any notice to you, and/or reserve the right to disable any account, feature, or identifiers, whether chosen by you or provided by us, at any time if, in our opinion, the said identifiers or you have violated any provision of the Platform Terms.

Further, to access the Platform, create, publish and/or view the User-generated Content on the Platform, you will need to use a **“Supported/Compatible Device”** which means a personal computer, mobile phone, portable media player, or other electronic device that meets the system and compatibility requirements and on which you are authorized to operate the Platform. The Supported/Compatible Devices to access the Platform and/or avail the Services may change from time to time and, in some cases, whether a device is (or remains) a Supported/Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. Accordingly, devices that are Supported/Compatible Devices at one time may cease to be Supported/Compatible Devices

in the future. Thus, kindly make sure that the device that you use is compatible with our system/software to use the Platform and avail the Services offered therein.

D. Subscription terms

For students, Thinkerstation does not charge any fee for registration and account creation. However, certain Services offered by Thinkerstation may be chargeable. Accordingly, access to certain Services and features is offered by Thinkerstation through a multi- tiered paid subscription plan(s) or purchases; the details of the Services and applicable features along with their corresponding prices can be found on our website and/or Application (Under “Pricing plan”). You can purchase Subscriptions by following the instructions you encounter as you navigate through the Platform.

The terms that are applicable to Your purchase of Subscription(s) -

1. Purchase of a Subscription will allow you access only to the content available under the category of content for which you have purchased the Subscription.
2. The Services offered, and the validity/term of your Subscription (“Subscription Period”) may vary depending on the plan you may purchase. Hence, before you proceed to purchase any Subscription, please read and understand the details of the Subscription(s) you intend to purchase on the Platform. If you are unclear about any part of the Subscription offering or need further clarification, then please feel free to write to us prior to your purchase at email address provided in the ‘Contact Us’ on website.
3. We may personalize Services and feature them as part of Subscriptions, including showing you recommendations on content in the subscribed category, and other related categories that might be of interest to you. We also endeavor to continuously improve the Subscription offerings to improve your Platform experience.
4. Subscription Period may be extended upon renewal of your already purchased Subscription. The terms of renewal, if any, can be found on our website and/or Application. However, please note that the prices may stand revised from the time of your first purchase of the Subscription.
5. The Subscription is of a personal nature and is solely for the benefit of the person subscribing and is not allowed to be resold by you or transferred to or shared with any other person for consideration or otherwise. In the event we get to know that any User has resold / transferred / shared Subscription with another person, then Thinkerstation retains the right to cancel/terminate the Subscription forthwith.
6. Due to the limitations, if any, imposed on us by our Content Providers (who own the Content Provider Content), the Content Provider Content we make available to you under any Subscription offering are subject to restrictions on viewing access and on the length of time we make them available to you. These restrictions may change over time as we add new features, devices and content to our Subscription Service. Illustratively, following are

some of the restrictions that are applicable to your access to the content (made available through Subscription Service or otherwise):

- a. **Live – Streaming of Content Provider Content/ Live Videos:** You will get access to attend live videos (in other words, live-streamed content), if the same is offered as part of your purchased Subscription. The access shall be available to you through the Platform during the Subscription Period and shall be subject to the Platform Terms. Please be sure to use a Supported/Compatible device while accessing the live sessions/videos.
- b. **Viewing Period:** Please note that availability of the recorded versions of any relevant live video content for your subsequent access on the Platform is subject to our agreements with the Content Providers, and we do not in any manner guarantee the availability of the same for any reason whatsoever.
- c. **Quality of Streaming:** The resolution and quality of the content you receive will depend on a number of factors, including the type of Compatible Device on which you are accessing the Content Provider Content and your bandwidth, which may increase or decrease over the course of your viewing. While we strive to provide you a high-quality viewing experience, we make no guarantee as to the resolution or quality of the content you will see when streaming.

E. Pricing, Payments and Refunds

1. **Pricing and Payments:** You can purchase a Subscription Service of your choice for any category(ies) of content by following instructions on the Platform and making the payment applicable for the Subscription you intend to purchase.

Please read the below terms applicable for the purchase of your Platform Subscription. The below terms are to be read with any other terms communicated to you at the time of purchase of your Subscription:

- a. You agree to pay all Subscription fees and charges that are attributable to your account on the Platform and that you are solely responsible for payment of these fees and charges. The Subscriptions are payable in full and in advance and are valid until the completion of the applicable Subscription Period or until otherwise cancelled or terminated in accordance with the terms of this Agreement.
- b. If you have specifically authorized us, then the payments for the applicable Subscriptions are automatically charged at the beginning of each billing period, unless you withdraw your authorization or submit a cancellation request to us directly through your account prior to the start of the billing period or in writing via email to the address specified in the ‘Contact Us’ section on website. The payment for your Subscription will be charged upon the applicable duration of its billing period if the payments for Subscription are in more than a single tranche. Subject to your specific authorization and applicable laws, you agree that Thinkerstation may charge any recurring service to the credit card or debit card or account that you provide/link at the time of your first purchase of the Subscription or as updated by you through your account on the Platform, provided such updating takes place prior to upcoming billing period.

- c. If you have not completed payments for your Subscriptions, we may restrict / suspend your access to the Platform until your account becomes current and paid in full.
- d. We reserve the right to pursue the fee owed to us using collection methods which may include charging other payment methods on file with us and/or retaining collection agencies or legal counsel.
- e. Your payments to Thinkerstation shall be subject to applicable taxes including without limitation Goods and Service Taxes (GST) or other similar taxes as may be applicable in your country of residence/from where you have created your account on the Platform/ purchased the underlying Subscriptions.
- f. We reserve the right to change/revise the pricing of the Subscriptions. For existing Subscriptions for which the applicable fees have been already received by us, we will implement the price changes during the next billing period or renewal of the Subscription.
- g. We further reserve the right to offer custom plans and pricing (including discounts and / or special offers) in addition to what is offered on the Platform, which include offering custom billing and payment terms, that are different from our standard terms.
- h. We use third-party payment gateways and/or aggregators to process payments applicable to the Services offered by us. Third-party payment gateway(s) made available to you may vary depending on the Subscription you choose. Similarly, we have also enabled integration of third-party payment providers to facilitate better payment options to you, which may vary depending on your territory or the Subscription you choose. Third-party payment gateways/aggregators and third-party payment providers shall collectively be referred to as **“Third-Party Service Providers”**.

Third-Party Service Providers may also charge you fees to use or access their services and may require your Personal Information to complete any transaction for the Platform. Further, to facilitate completion of your payments to us through the Platform or avail the payment options provided to you, you may be redirected to an external website operated by the Third-Party Service Provider. We cannot and do not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by the Third-Party Service Provider or its respective websites or (ii) control collection or use of your Personal Information by such Third-Party Service Provider. Hence, prior to using any services offered by a Third-Party Service Provider, we suggest that you read their terms and conditions, privacy policy and other policies, that may apply, to understand their terms of usage and to understand how your Personal information is being processed. Thinkerstation is not affiliated to any Third-Party Service Provider and neither Thinkerstation nor any of the Third-Party Service Provider are agents or employees of the other.

Further, pursuant to the payment option you may choose, you may be required to enter into a separate agreement with the relevant Third-Party Service Provider. This agreement with the Third-Party Service Provider is an independent contract/agreement between you and such Third-Party Service Provider and Thinkerstation shall in no manner be a party to the same. Thinkerstation is only facilitating various payment options to you and is not offering the payment by itself in any manner.

- i. You agree that you are solely responsible for all charges that occur through such Third-Party Service Providers and acknowledge and agree to indemnify, defend, and hold harmless Thinkerstation, its licensors, their affiliates, and their respective officers, directors, employees, and agents from any loss arising out of or related to the use of the Platform or any purchases made through the Platform. This obligation will survive your use of the Platform and termination of your Agreement with us. For purposes of the Platform Terms, "Loss" means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties). Thinkerstation shall not be liable to you for any claims arising out of any act or omission on the part of the Third-Party Service Provider(s) including, but not limited to, any lost, stolen, or incorrectly processed payments. Thinkerstation expressly disclaims any responsibility and liability for all services provided by the Third-Party Service Provider(s).
- j. Please note that all Subscription payments are collected by Thinkerstation only through the Platform and not through any third parties (except Third-Party Service Provider(s)). We do not usually authorize any third party (except Third-Party Service Provider(s)) to collect monies on our behalf; however, if we have authorized any third party then such third party will have received a written authorization from Thinkerstation either by way of any agreement or an authorization letter. Kindly verify with such third party before you make any payments to them, alternatively, you can always check with us by writing to us at email address provided under the 'Contact for User Support/Queries' section below.
- k. Further, Thinkerstation is solely authorized to offer discounts / offers, if any, on the Subscription prices. These discounts / offers are communicated on the Platform or via direct communication to you from Thinkerstation via email, SMS, phone, or such other means of communication, and can be availed only through the Platform, unless otherwise specifically communicated by Thinkerstation. Other than Thinkerstation, no person, including without limitation, Content Providers or any third-party platform, are allowed to offer any discounts on the Subscription prices offered on the Platform. Thinkerstation shall not be liable for any claims arising from such unauthorized discounts / offers offered by any person (including any third- party platform or Content Provider), other than Thinkerstation.

2. Cancellation and Refund Policy:

Please read the subscription terms carefully before subscribing to any of the subscription plans, as once you have subscribed you cannot change, cancel your subscription plan. Once you subscribe and make the required payment, it shall be final and there cannot be any changes or modifications to the same and neither will there be any refund.

When you cancel your Subscription, Thinkerstation may disable access to features made available to you upon your purchase of Subscription, while your account may continue to exist on the Platform.

F. Use of the Platform

Subject to the Platform Terms, Thinkerstation hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Thinkerstation Platform for your own personal, non-commercial and private use on an 'as is' basis in accordance with these Terms and Conditions and other Platform Terms.

Subject to payment of the Subscription fee, and your compliance (as a Learner/student) with all Platform Terms, Thinkerstation and the Content Providers grant you (as a Learner/student) a non-exclusive, non-transferable, non-sublicensable, limited license, during the applicable Subscription Period, to access and view the content you have subscribed to and attend/use offering in association with your Subscription, for personal, non-commercial, private use only, in accordance with the Platform Terms. We may automatically remove your access to the content from your Compatible Device after the end of the Subscription Period or in accordance with any restriction mentioned in the Platform Terms.

If you are a Content Provider, Thinkerstation grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for Your own personal and commercial use in accordance with these Platform Terms and any other agreement(s) that may be executed between you (as a Content Provider) and Thinkerstation (as applicable). Except as expressly permitted by Thinkerstation under these Platform Terms or otherwise in writing to you, You will not reproduce, duplicate, copy, sell, redistribute, create derivative works or otherwise exploit the Platform or any portion of the Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information).

G. Content and Conduct

1. As a User, you may submit User-generated Content (*as defined under the 'Intellectual Property' section below*) on the Platform. However, you must understand that Thinkerstation does not guarantee any confidentiality with respect to any User-generated Content you submit.
2. You shall be solely responsible for your own User-generated Content and the consequences of submitting and publishing such content on the Platform. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the User-generated Content that you submit. You further agree that User-generated Content you submit on the Thinkerstation Platform will not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material and to grant Thinkerstation the necessary license and rights required under the Platform Terms. You shall solely be responsible for all claims in respect of your User-generated Content published on the Platform.
3. For clarity, you retain your ownership rights in your User-generated Content. However, you grant a limited license to Thinkerstation to make available the User-generated Content on the Platform. Please read the '*Intellectual Property*' section below to know the exact nature of license and rights you grant to Thinkerstation.

4. Furthermore, you confirm that you shall not host, display, upload, modify, publish, transmit, store, update or share User-generated Content or any information on the Platform that:

- a. belongs to another person and to which you do not have any right;
- b. is defamatory, obscene, pornographic, 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;
- c. is harmful to a child;
- d. infringes any patent, trademark, copyright or other proprietary rights of another;
- e. violates any law, statute, ordinance or regulation or Platform Terms;
- f. deceives or misleads any User 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;
- g. impersonates another person;
- h. threatens the unity, integrity, defense, 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;
- i. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- j. 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;
- k. False, inaccurate or misleading;
- l. obscene or contain pornography;
- m. Contain any viruses, trojan horses, worms, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or Personal Information.

5. Your conduct on the Platform shall strictly be in accordance with the User Guidelines and other Platform Terms.

6. You understand and confirm that you shall not during your use of the Thinkerstation Platform at any time post or publish any content, comments or act in any way which will amount to harassment of any other User. If at any given point it comes to Thinkerstation notice that you have engaged in any kind of harassment of other Users, then in such a case you agree that Thinkerstation shall have

the sole right to suspend/terminate your account with immediate effect and without any notice of such suspension or termination and we also reserve the right in our sole discretion to initiate any legal proceedings against you in such cases.

7. Thinkerstation does not endorse any User-generated Content submitted on the Thinkerstation Platform by any User, or any opinion, recommendation, or advice expressed therein, and Thinkerstation expressly disclaims any and all liability in connection with User-generated Content. Thinkerstation does not permit copyright infringing activities and infringement of intellectual property rights on the Thinkerstation Platform, and Thinkerstation will remove all User-generated Content if properly notified that such User-generated Content infringes on another's intellectual property rights in line with its obligations as an 'intermediary'. Thinkerstation reserves the right to remove User-generated Content without prior notice if it has reason to believe that the User-generated Content is violative of these Terms and Conditions. Please refer to the '*Copyright, Trademarks and other Intellectual Property Rights*' section below to understand the process to notify Thinkerstation about any infringing content and the process of takedown of infringing content followed by Thinkerstation.

9. You shall not engage in any activity that increases/optimizes the User views on any particular Content Provider; these activities, without limitation, include creating multiple fake accounts as Learners, either by yourself or through a third-party.

10. You shall not engage in any activity that will negatively impact Thinkerstation and/or other Users of the Platform, including without limitation, activities that involve screen-recording, screen-casting or downloading on any other device of any Content Provider Content (live or recorded) in any manner that is not directly facilitated as feature within the Platform and/or sharing or otherwise publishing such screen-recorded content on third-party platforms, either for a cost or otherwise. If Thinkerstation becomes aware of your engagement, either by yourself or through a third-party, in any such activity, then Thinkerstation may immediately terminate your or such User's access / Subscription along with termination and removal of access to all downloaded content with a right to initiate appropriate legal action, at the sole discretion of Thinkerstation.

H. Communications

When you visit the Platform, you are communicating with us electronically. You may be required to provide a valid phone number while creating any account with us or while enrolling or purchasing any Subscription Service. We may communicate with you by e-mail, SMS, phone call or by posting notices on the Platform or by any other mode of communication. By providing your information you authorize Thinkerstation, its affiliates, and their respective employees, agents, and contractors to initiate electronic communications by email, telephone calls, or such other mode of communication with respect to your use of the Platform and regarding the products and services offered by Thinkerstation and its affiliates. These communications may be made by or on behalf of Thinkerstation, even if your phone number is registered on any state or federal do not call list. Telephone calls may be recorded. You acknowledge that your telephone operator and/or internet service provider may have levied certain charges on you vis-à-vis your communications with Thinkerstation as it constitutes availing their services, and you agree to be responsible for all such

charges, and Thinkerstation will not be responsible for any such charges. Do not submit your information if you do not consent to being contacted by telephone, text, email or such other mode of communication. Further, you will always have an option to unsubscribe / opt out from any promotional communications sent by Thinkerstation and / or its affiliates either by following the relevant instructions that may be communicated via text, email or such other mode of communication in which you received a promotional communication or by disabling the options provided within your account on the Platform.

Please note that –

1. If you opt out of promotional communications, we may still send you transactional communications, such as service announcements, administrative and legal notices, and information about your account, without offering you the opportunity to opt out of these communications. If you no longer wish to use our Platform or receive any communications from us (except for those that are legally required), then you may delete your account by either writing to us at the email address provided under *Contact us* section on the website.
2. Opting out of promotional communications only affects future communications from us. If we have already provided your information to a third party (as stated in our Privacy Policy) before you changed your preferences or updated your information, you may have to change your preferences directly with that third party.
3. We do not sell your Personal Information to third parties, and we do not use your name or name of your company in marketing statements without your consent.

Further, in respect of interactions between Users - Thinkerstation is only an intermediary and does not monitor any of the interactions that take place between Users on the Platform, but Thinkerstation has clearly laid out the terms and guidelines a User must follow in their conduct on the Platform as part of the Platform Terms; and if Thinkerstation receives from any User a complaint of misconduct against you, in any form, or if Thinkerstation otherwise deems necessary, Thinkerstation reserves the right to suspend or terminate your access to any the Platform or any part thereof at any time, with or without giving any notice or reason.

You acknowledge that any User-generated Content (including without limitation any Content Provider Content, chats, postings, or materials posted by the Users) posted by you on part of the Platform, is neither endorsed nor controlled by us. You further understand and agree that you shall be solely responsible for any User-generated Content published by you on the Platform, including its legality, reliability, accuracy, and appropriateness, and shall be solely liable for the consequences of its publication. You represent and warrant that you own and control all rights in and to any User-generated Content uploaded by you on the Platform, or that you have the necessary licenses or permissions or are legally entitled to use and reproduce such User-generated Content on the Platform.

I. Processing of Personal Information

All our collection, processing, sharing and storing of any Personal Information collected from you shall be in accordance with our Privacy Policy. Kindly read the same to understand the security measures undertaken by Thinkerstation to safeguard your Personal Information. Should have any queries in respect of the same, please feel free to right to us at help@thinkerstation.com

J. Intellectual Property and License to User-generated Content

1. User-generated Content: You shall remain the sole owner of any content uploaded or published or submitted or posted by you on the Platform, including without limitation, the content published by you as a Content Provider and/or any text, image, media, written statements or other content posted or published by a User anywhere on the Platform including without limitations in the comments section ("**User-generated Content**") and Thinkerstation does not claim any ownership over any User-generated Content uploaded/published by any User on the Platform.

By submitting the User-generated Content on the Platform, you hereby grant Thinkerstation a limited, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, share, display, publish, retain, make available online and/or electronically transmit such User-generated Content as well as technical information collected via the Platform to the extent necessary (i) to provide the Platform and our Services; (ii) to perform our obligations under the Platform Terms and other written agreement with the User; (iii) to provide, monitor, correct, and improve the Platform and Services related thereto; (iv) for the Thinkerstation Platform and Thinkerstation's (and its successors', subsidiaries and affiliates') business, including without limitation for promoting and redistributing part or all of the Thinkerstation Platform in any media formats and through any media channels; (v) to de-identify User data such that there is no reasonable basis to believe that the information can be used, alone, or in combination with other reasonably available information, to identify any individual or to identify User as the source of such data; (vi) to aggregate User data with other data; and (vii) to comply with applicable laws. However, please note that we will never disclose aggregated or de-identified information in a manner that could identify you as an individual, and all your information shall be processed in accordance with our Privacy Policy.

You also hereby grant each User of the Platform a limited, non-exclusive license to access your User-generated Content through the Platform.

2. Thinkerstation Content: Thinkerstation and / or its affiliates own all information and materials (in whatever form or media) provided or communicated to you by or on behalf of Thinkerstation including but not limited to, the Platform, illustrations, letters, images, ideas, concepts, the layout, design, flow, look and feel of the Platform, logos, marks, graphics, audio files, video files, any software which is owned by or licensed to Thinkerstation and / or its affiliates, the underlying source and object code, instructions embedded in any form of digital documents and other data, information, or material made available to you by Thinkerstation ("**Thinkerstation Content**"). Thinkerstation Content specifically excludes any content uploaded by the Users, including without limitation, any User-generated Content on the Platform. Thinkerstation Content, including its

trademarks, will not be used, modified, or altered by you in any way. You acknowledge and agree that you do not acquire any ownership or rights to the Thinkerstation Content or the Platform by use of the Platform. You acknowledge and agree that the Thinkerstation Content is protected by the copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Thinkerstation Content and any component thereof is strictly prohibited.

You confirm and undertake not to utilize any data mining tools, robots, or similar data gathering and extraction tools to extract for re-utilization of any substantial parts of this Platform, without Thinkerstation's express prior written consent.

K. Feedback

If any User(s) submits suggestions, ideas, comments, or questions containing product feedback about the Platform or any of the Services, either through the Platform or otherwise ("**Feedback**"), then such User(s) grants Thinkerstation and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable right to use (and full right to sublicense), reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, and display such Feedback in any form. Users shall have no intellectual property right in the Platform as a result of Thinkerstation's incorporation of their Feedback in the Platform.

L. Copyright, Trademarks, and other Intellectual Property Rights

At Thinkerstation, we respect the intellectual property of others just as much ours and, hence, if you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement of your intellectual property (including your copyrights and trademarks), then kindly write to us at help@thinkerstation.com with complete details as required. If Thinkerstation has knowledge of or has any reason to believe that any User-generated Content on the Platform violates the intellectual property rights of Thinkerstation or other Users, then we reserve the right to remove access to such content.

M. Claims Against User-generated Content

Thinkerstation does not monitor or have any control over or does not warrant, and makes no claim or representation regarding the accuracy, completeness, or usefulness of any User-generated Content provided on the Platform by its Users and accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, such User-generated Content. Thinkerstation disclaims all liability and responsibility arising from any reliance placed on such materials by you. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Thinkerstation Content, are solely the responsibility of the User providing those materials.

N. Thinkerstation's Rights

In respect of the entire Platform, Thinkerstation reserves the following rights:

1. Thinkerstation reserves the right to put on-hold or reject or suspend or terminate your registration on the Platform for the purpose of complying with the legal and regulatory requirements.
2. Thinkerstation reserves the right to remove you and/or the User-generated Content without notice if you violate any provisions of the Platform Terms.
3. Thinkerstation may modify, terminate, or refuse to provide Services at any time for any reason, without notice.
4. Notwithstanding anything contrary stated in the Platform Terms, in its sole discretion, Thinkerstation may remove anyone from the Platform at any time for any reason.
5. Thinkerstation reserves the right to access your account and/or the User-generated Content in order to respond to requests for technical support, to maintain the safety and security of the Platform, legal purposes and for other legitimate business purposes, as necessary, in Thinkerstation's discretion.
6. Thinkerstation has no obligation to monitor any content that appears on the Platform or review any conduct occurring through the Platform, including any interactions between Users, however, if Thinkerstation receives notice or becomes aware of, any violation of the Platform Terms, then, Thinkerstation reserves the right to refuse your access to the Platform, terminate accounts or remove such violating content at any time without notice to you.

O. Platform Availability

Your access to the Platform may occasionally be suspended or restricted to allow for repairs, maintenance, or due to the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction. You agree that Thinkerstation will not be liable for any losses that may be incurred by you if for any reason all or part of the Platform is unavailable at any time or for any period for use.

P. Deletion of Account

As a Learner/student, you may delete your account at any time by either writing to us at the email address provided under "Contact Us " section on the website or by using the delete option provided within your account on the Platform (if available). If your account is deleted (regardless of the reason), you will no longer has access to your account on the Platform and your User-generated Content may no longer be available; any deletion once processed is irrecoverable. Thinkerstation is not responsible for the loss of your information and/or User-generated Content upon deletion and

Thinkerstation shall not be liable to any party in any way for the inability to access User-generated Content arising from any deletion. Please note that all accounts will remain active unless you explicitly ask us to delete it, and applicable Subscription payments shall continue to be deducted until cancelled by you or until your account is deleted on your request (as stated in the **'Pricing and Payments'** section above) or otherwise terminated in accordance with the Platform Terms

Please note that we may not be able to delete all communications or photos, files, or other documents publicly made available by you on the Platform, however, we shall anonymize your Personal Information (as defined in the Privacy Policy) in such a way that you can no longer be identified as an individual in association with such information made available by you on the Platform. We will never disclose aggregated or de-identified information in a manner that could identify you as an individual.

If you are a Content Provider, your access and use of the Platform may be subject to a separate agreement with Thinkerstation and shall be collectively governed by the terms of such agreement, the Terms and Conditions and other Platform Terms.

Q. Disclaimer:

You Agree That The Platform, Content, And All Materials Are Provided On An "As Is" And "As Available" Basis And Your Use Of The Platform Shall Be At Your Sole Risk. To The Fullest Extent Permitted By Law, Thinkerstation, Its Officers, Directors, Employees, And Agents Disclaim And Exclude All Warranties, Express Or Implied, In Connection With The Platform And Your Use Thereof. To The Fullest Extent Permitted By Law, Thinkerstation Excludes All Warranties, Conditions, Terms Or Representations About The Accuracy, Security, Reliability, Quality, Availability Or Completeness Of The Platform, User-Generated Content On The Platform, Or The Content Of Any Sites So Linked And Assumes No Liability Or Responsibility For Any (I) Errors, Mistakes, Or Inaccuracies Of User-Generated Content Or Any Content On The Platform, (Ii) Personal Injury Or Property Damage, Of Any Nature Whatsoever, Resulting From Your Access To And Use Of The Platform, (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 The Platform, (Iv) Any Bugs, Viruses, Trojan Horses, Or The Like Which May Be Transmitted To Or Through The Platform By Any Third Party, And/Or (V) Any Errors Or Omissions In Any User-Generated Content Or Any Other Content Or For Any Loss Or Damage Of Any Kind Incurred As A Result Of The Use Of Any User- Generated Content Or Any Other Content That Is Posted, Emailed, Transmitted, Or Otherwise Made Available Via The Platform As Thinkerstation Is Strictly An Intermediary As Under The Information Technology Act, 2000. Thinkerstation Does Not Warrant, Endorse, Guarantee, Or Assume Responsibility For Any User-Generated Content Or The Platform Advertised Or Offered By A Third Party Through The Platform Or Any Hyperlinked Services Or Featured In Any Banner Or Other Advertising, And Thinkerstation

Will Not Be A Party To Or In Any Way Be Responsible For Monitoring Any Transaction Between You And Third-Party Providers Of User-Generated Content Or Services. As With The Purchase Of A Service Through Any Medium Or In Any Environment, You Should Use Your Best Judgment And Exercise Caution Where Appropriate.

R. Limitation of Liability

To The Fullest Extent Permitted By Law, In No Event Shall Thinkerstation, Its Affiliates, Their Respective Officers, Directors, Employees, Or Agents, Be Liable To You For Any Direct, Indirect, Incidental, Special, Punitive, Losses Or Expenses Or Consequential Damages Whatsoever Resulting From Any (I) Errors, Mistakes, Or Inaccuracies Of User-Generated Content Or Any Other Content Available At Thinkerstation, (Ii) Personal Injury Or Property Damage, Of Any Nature Whatsoever, Resulting From Your Access To And Use Of Our Thinkerstation Platforms, (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 The Thinkerstation Platform, (Iv) Any Bugs, Viruses, Trojan Horses, Or The Like, Which May Be Transmitted To Or Through Our Thinkerstation Platforms By Any Third Party, And/Or (V) Any Errors Or Omissions In Any User-Generated Content Or Any Other 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 Thinkerstation Platform, Whether Based On Warranty, Contract, Tort, Or Any Other Legal Theory, And Whether Or Not Thinkerstation Is Advised Of The Possibility Of Such Damages.

We Understand That, In Some Jurisdictions, Warranties, Disclaimers And Conditions May Apply That Cannot Be Legally Excluded, If That Is True In Your Jurisdiction, Then To The Extent Permitted By Law, Thinkerstation And Its Affiliates Limit Their Liability For Any Claims Under Those Warranties Or Conditions To Supplying You The Thinkerstation Platform Again.

You Specifically Acknowledge That Thinkerstation Shall Not Be Liable For User- Generated Content 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.

The Thinkerstation Platform Is Controlled And Offered By Thinkerstation And / Or Its Affiliates Depending Upon Your Jurisdiction. Thinkerstation Makes No Representations That The Thinkerstation Platform Is Appropriate Or Available For Use In Other Locations. Those Who Access Or Use The Thinkerstation Platform From Other Jurisdictions Do So At Their Own Volition And Are Responsible For Compliance With Local Law.

The Thinkerstation platform or Thinkerstation shall be not responsible if there is any dispute arising between the content Provider and Learner/Student, as Thinkerstation is only intermediary between the content provider and Learner and shall not be liable for any issues arising between both the parties once they both enter into the agreement after reading all the terms and conditions.

S. Indemnity and Release

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Thinkerstation, its affiliates, their respective 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 to the Thinkerstation Platform; (ii) your violation of any term of the Platform Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that your User-generated Content caused damage to a third party; or (v) violation of any applicable laws. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Thinkerstation Platform.

You hereby expressly release Thinkerstation, its affiliates and any of their respective officers, directors, employees and agents from any cost, damage, liability or other consequence of any of the actions/inactions of any third-party vendors or service providers and specifically waive any claims or demands that you may have in this behalf against any of Thinkerstation, its affiliates and any of their respective officers, directors, employees and agents under any statute, contract or otherwise.

T. Additional Terms

Corporate/Professional:

If you sign up for the Services as a Corporate/Professional the following additional terms apply:

You understand that: (i) ThinkerStation does not provide you with any guarantee that your use of the Services will enable you to work with certain Students or Educator; (ii) ThinkerStation is not responsible for User Submissions from other users of the Services, including reviews posted by Students or Educators; (iii) ThinkerStation does not guarantee the timeliness, accuracy or quality of any materials or information provided by any other users of the Services; and (iv) ThinkerStation is not responsible for the acts or omissions of any other user of the Services, including if a user ceases to use the Services prior to completing any activities that the user agreed to complete. (v) You may agree to additional or different terms with an Educator or Student pursuant to a separate agreement with such Educator or Student (e.g., a non-disclosure agreement or engagement agreement with the user) that will govern your relationship with the Educator or Student.

Student:

If you sign up for the Services as a student ("Student"), the following additional terms apply:

You understand that: (i) ThinkerStation does not provide you with any guarantee that your use of the Services will enable you to work with certain Corporates or receive any offers of employment or other benefits from any Corporates; (ii) ThinkerStation is not responsible for User Submissions from other users of the Services, including reviews posted by Corporates; (iii) ThinkerStation does not guarantee the timeliness, accuracy or quality of any materials or information provided by any other users of the Services (including Corporates); and (iv) ThinkerStation is not responsible for

the acts or omissions of any other user of the Services, including if a user ceases to use the Services prior to completing any activities that the user agreed to complete.

You may agree to additional or different terms with an Corporate pursuant to a separate agreement with such Corporate (e.g., a non-disclosure agreement or engagement agreement with the Corporate) that will govern your relationship with the Corporate.

Educator.

If you sign up for the Services as an instructor (“Educator”), the following additional terms apply:

You understand that: (i) ThinkerStation does not provide you with any guarantee that your use of the Services will enable you to work with certain Corporates and students; (ii) ThinkerStation is not responsible for User Submissions from other users of the Services, including reviews posted by Corporates; (iii) ThinkerStation does not guarantee the timeliness, accuracy or quality of any materials or information provided by any other users of the Services; and (iv) ThinkerStation is not responsible for the acts or omissions of any other user of the Services, including if a user ceases to use the Services prior to completing any activities that the user agreed to complete.

You may agree to additional or different terms with a Corporates and students pursuant to a separate agreement with such Corporate and students (e.g., a non-disclosure agreement or engagement agreement with the Employer) that will govern your relationship with the Corporate and students.

Subject Matter Expert.

If you sign up for the Services as an instructor (“Subject Matter Expert”), the following additional terms apply:

You understand that: (i) ThinkerStation does not provide you with any guarantee that your use of the Services will enable you to work with certain Educators and students; (ii) ThinkerStation is not responsible for User Submissions from other users of the Services, including reviews posted by students and educators; (iii) ThinkerStation does not guarantee the timeliness, accuracy or quality of any materials or information provided by any other users of the Services; and (iv) ThinkerStation is not responsible for the acts or omissions of any other user of the Services, including if a user ceases to use the Services prior to completing any activities that the user agreed to complete.

You may agree to additional or different terms with a educators and students pursuant to a separate agreement with such educator and students (e.g., a non-disclosure agreement or engagement agreement with the Employer) that will govern your relationship with the Corporate and students.

ThinkerStation Signature Workshop Offering

Ideas which will get generated under ThinkerStation signature workshop, its IP will remain with idea provider and ThinkerStation. If the ThinkerStation decides to develop, commercialize or patent it the Idea Submitter may request that the Company return to them their portion of the intellectual property associated with the Idea.

Industry Contest Offering

Your Content.

You/Student (as the Problem Solver) are solely responsible for the content of Your Information, postings, Solutions or other content provided by you ("Your Content"). ThinkerStation acts merely as a conduit for the distribution and/or publication of that information. ThinkerStation reserves the right to take any action with respect to such information that it deems necessary or appropriate in its sole discretion if ThinkerStation believes information is inappropriate for the Site or its services, may create liability for ThinkerStation, or may cause ThinkerStation to lose (in whole or in part) the services of its Internet service provider, advertisers, or other suppliers or partners. You hereby grant to ThinkerStation a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use Your Content in connection with the operation of the service or the promotion, advertising or marketing thereof (subject to our Privacy Policy as it relates to Your Information).

Additionally, Problem Solvers represent and warrant that Your Content will be accurate and will not (a) infringe any third party's copyright, trademark, patent or other proprietary rights or rights of publicity or privacy, (b) violate any law (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), or (c) be libelous, unlawfully threatening, or unlawfully harassing. All Problem Solvers/Students may be asked to make legally binding warranties and representations to ThinkerStation and the Challenger (Corporates) in relation to a Solution that you submit.

You understand that the operation of the Site, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to our third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Site. Although we strives to keep Your Content secure, given the nature of the Internet, we cannot guarantee that we will be successful in doing so. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. We will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

Conveyance of Ownership of Intellectual Property.

If you submit a Solution in response to a Industry contest, you agree that you are the owner of the submitted Solution and that you are legally free to make the disclosure and to convey the intellectual property rights being offered to the Challenger/Corporate. You also agree that your Solution is subject to the additional terms and conditions in any applicable Problem Solver agreement or Challenge-Specific Provision. By submitting a Solution, all Problem Solvers agree to grant and hereby grant to the Challenger the intellectual property rights contained within their Solutions, regardless of whether any such Solution is a Winning Solution, and understand their Solutions may be used by the Challenger as they see fit. All Challengers agree that at least one Winning Solution will be chosen for each industry contest.