**Terms of Use**

*Last Revised: 10 June, 2022*

This is a binding agreement between you and Schoofi (“Schoofi Software Solutions Pvt Ltd”). By accessing or using the product or services in any manner, you agree that you have read and agree to be bound by and a party to the terms and conditions of this agreement to the exclusion of all other terms. Your use of this service means your unconditional agreement to all terms and conditions in this document.

These Terms of Service (“Terms”) apply to your access and use of Schoofi’s mobile applications – Schoofi, Schoofi Safe, Schoofi Learn, CareerConnect, eybii, sakksh, hyrur (the “App”), Schoofi’s websites - www.schoofi.com, www.dmystifi.com, www.sakksh.com, www.eybii.com, www.hyrur.com (“Site”), and other online products and services (collectively, the "Service").

If you are under the age of 18, you must have your parent or guardian read the agreement and agree to it for you. Please don’t use the service, if your parent or guardian hasn’t read the document.

**Highlights**

1) Don't post, link or otherwise make available on or through Schoofi any of the following:

* Content that is disrespectful to any entity using the service
* Content that is illegal or unlawful
* Content that may infringe or violate any rights of any party; and
* Viruses, corrupted data or other harmful, disruptive, or destructive files or code.

2) Don't

* Use Schoofi in any manner that could interfere with, disrupt, negatively affect or inhibit other Schoofi users or that could damage, disable, overburden or impair the functioning of Schoofi;
* Collect any personal information about other users, or intimidate, threaten, stalk, or otherwise harass other Schoofi users.
* Circumvent or attempt to circumvent any features designed to protect Schoofi, Schoofi users, or third parties.

3) We change these Terms of Service every so often. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, provide you with additional notice (like on our homepage or over email).

4) These terms are between you and Schoofi, and not with Apple, Inc. While you may be subject to certain terms and conditions with Apple, Inc. by using Apple's App Store or other products, these terms are specifically between You and Schoofi. Your use of the Schoofi Service is governed solely by these terms.

5) If you’re agreeing to this Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to agree to this Agreement on that organization or entity’s behalf and bind them to this Agreement (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

6) Your use of Schoofi means you agree to all the terms below.

**Use By Children**

The Children’s Online Privacy and Protection Act (“COPPA”) requires that online service providers obtain parental consent or provide notice before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from a child under 13, except in the following circumstances:

We may collect a child’s name, email address or telephone number, and the child’s parent’s email address in order to provide notice to parents that we may contact their child for the purpose of providing the Services that their teacher has signed up for.

We may collect personal information from a child under 13 where that student’s school, district, and/or teacher has agreed to obtain parental consent for that child to use the Services and disclose personal information to us, for the use and benefit of the learning environment.

If you are a school, institution, or teacher, you represent and warrant that you are solely responsible for complying with COPPA. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or institution.

If we learn we have collected personal information from a student under 13 other than pursuant to the above, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please contact us at connect@schoofi.com

**Acceptance**
If you access or use the Service, it means you agree to be bound by all of the terms below. So, before you use the Service, please read all of the terms. If you don't agree to all of the terms below, please do not use the Service. Also, if a term does not make sense to you, please let us know.

**Changes to these Terms**We reserve the right to change this Terms of Service from time to time. For example, we may need to change these Terms if we come out with a new feature. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Terms of Service periodically to stay informed about our practices. If you continue to use the Service after the revised Terms have been posted, then you have accepted the changes to these Terms.
Whenever we make changes to these Terms, they are effective when the revised Terms are posted. If you continue to use the Service after the revised Terms have been posted, then you have accepted the changes to these Terms.

**Privacy Policy**For information about how we collect and use information about users of the Service, please refer to our Privacy Policy.
 **Right to use the Service**

Schoofi grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Service. However, the App may only be used on mobile devices that you own or control. The terms of this license will also govern any upgrades provided by Schoofi that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

However, unless we expressly state otherwise, your right to use the Schoofi does not include

1. publicly performing or publicly displaying the Service,
2. modifying or otherwise making any derivative uses of the Service or any portion thereof,
3. using any data mining, robots or similar data gathering or extraction methods,
4. downloading (other than page caching) of any portion of the Service or any information contained therein,
5. reverse engineering or access to the Service in order to build a competitive product or service, or
6. using the Service other than for its intended purposes. Should you do any of this, we may terminate your use of the Service, and may have infringed the copyright and other rights of Schoofi, which may subject you to prosecution and damages.

All information, materials and content of the Service including, but not limited to, text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is, between you and Schoofi, owned by Schoofi or is used with permission.

You may download or copy certain content for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such content. Copying or storing of any content other than personal, noncommercial use is expressly prohibited without prior written permission from Schoofi or from the copyright holder identified in such Content’s copyright notice. You will not link to the Services without Schoofi’s prior written consent, except in accordance with the terms of this Agreement.

In the course of using the Services, you and other users may provide information which may be used by Schoofi in connection with the Services and which may be visible to certain other users. All materials, information and content that you post or otherwise provide to Schoofi (and in connection with the Services) are your “User Submissions.” You retain ownership of the rights you may have in your User Submissions, provided that Schoofi hereby is and will be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable (only to an successor) right to fully exploit such User Submissions (including all related intellectual property rights) and to allow other users to do so. Furthermore, Schoofi retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you. You grant other users of the Services a non-exclusive license to access your User Submissions through the Services, and to exercise rights in and to such User Submissions and to view such User Submissions as permitted through the functionality of the Services and under this Agreement (for example, the recipients of a message sent by you will be able to save, copy, print and archive that message). All information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Schoofi will not be liable for any errors or omissions in any content. Schoofi cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Schoofi cannot guarantee the authenticity of any data, which users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

Your content & conduct
You may not post, link and otherwise make available on or through the Service any of the following:

* Content that is illegal or unlawful;
* Content that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual or other right of any party; and
* Viruses, corrupted data or other harmful, disruptive or destructive files or code.
* Also, you agree that you will not do any of the following in connection with the Service or other users:
* Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service;
* Collect any personal information about other users, or intimidate, threaten, stalk or otherwise harass other users of the Service;
* is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as reasonably determined by Schoofi;
* jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
* attempts, in any manner, to obtain the password, account, or other security information from any other user;
* violates the security of any computer network, or cracks any passwords or security encryption codes;
* Create an account or post any content if you are not over 13 years of age, and without the permission of your parents;
* Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, users of the Service, or third parties.
When you post, link or otherwise make available content to the Service, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content throughout the world in any manner or media, on or off the App.

**Feedback**Any suggestions, comments or other feedback provided by you to us with respect to the Service will constitute our confidential information. We will be free to use, disclose, reproduce, license and otherwise distribute, and exploit this feedback as we see fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

**Disclaimers, Limitation of Liability and Indemnification**

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

IN NO EVENT WILL SCHOOFI BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your account violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

**Third Party Software**

The software you download consists of a package of components, including certain third party software ("Third Party Software" and together with the App, the "Package") provided under separate license terms (the "Third Party Terms"). Your use of the Third Party Software in conjunction with the App in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable Third Party Terms and nothing in these Terms is intended to impose further restrictions on your use of the Third Party Software.

**Modifications to the Service**

Schoofi reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without notice to you. You agree that Schoofi will not be liable to you or any third party for any modification or discontinuance of the Service or any portion thereof.

**Consent to Electronic Communications**

By using the Service you agree that we may communicate with you electronically regarding administrative, security and other issues relating to your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at connect@schoofi.com.

**Suspension/Termination**

Schoofi may suspend and/or terminate your rights with respect to the Service for any reason or for no reason at all and with or without notice at Schoofi's sole discretion. Suspension and/or termination may include restricting access to and use of the App. If your rights with respect to the Service are suspended and/or terminated, you agree to make no further use of the Service during suspension or after termination. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.
If Schoofi believes a Post you have made violates these Terms, Schoofi may make that Post invisible to other users without notifying you. Your Post will be visible to you, but will not appear for any other Schoofi user.

**Governing Law; Arbitration**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH SCHOOFI AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SCHOOFI.
In the event of any controversy or claim arising out of or relating in any way to these Terms or the Service, you and Schoofi agree to consult and negotiate with each other and, recognizing your mutual interests, attempt to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, refer the dispute to a sole Arbitrator who shall be an independent and neutral third party identified by the Company. The place of arbitration shall be New Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language. We both give up our right to litigate our disputes and may not proceed to arbitration without first attempting mediation, except that you and Schoofi are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Whether the dispute is heard in arbitration or in court, you and Schoofi will not commence against the other a class action, class arbitration or other representative action or proceeding.
If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of The Arbitration & Conciliation Act, 1996 before a single arbitrator in New Delhi, India. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding upon the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

This Agreement, and the Privacy Policy or the documents they incorporate by reference shall be governed and construed in accordance with the laws of India, with exclusive jurisdiction conferred on the courts at New Delhi.

**MISCELLANEOUS**

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. Schoofi will not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Schoofi’s reasonable control, including, without limitation, mechanical, electronic or communications failure. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you. Schoofi may transfer, assign, or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Schoofi in any way whatsoever.

**DMCA Copyright Policy**

Under the Digital Millennium Copyright Act (the “DMCA”), online service providers such as Schoofi have the right, but not the obligation, to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers.

a. Notice.
If you are a copyright owner or an agent thereof and believe that any content available on our Service infringes your copyrights, you may, pursuant to the Digital Millennium Copyright Act ("DMCA"), notify our Copyright Agent by providing the following information in writing:

* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
* Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
* Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
* Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number and, if available, an electronic mail;
* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
* A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that a failure to comply with all of the above requirements will result in an invalid notification.
Schoofi's designated Copyright Agent to receive notifications of claimed infringement is:
Email: connect@schoofi.com

b. Counter-Notice.
If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to other law, to submit the content to Schoofi, you may send a counter-notice containing the following information to the Copyright Agent:

* Your physical or electronic signature;
* Identification of the content that was removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
* A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
* Your name, address, telephone number and e-mail address and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Schoofi may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Schoofi's sole discretion.

**Scope of License**

The license granted to you is limited to a non-transferable license to use the App on any device that you own or control as permitted by the Usage Rules set forth in the Terms of Service.

**Maintenance and Support**

Schoofi is solely responsible for providing maintenance and support services with respect to this App.

**Warranty And Disclaimer**

Schoofi has no special relationship with or fiduciary duty to you. You acknowledge that Schoofi has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you access via the Services; what effects the content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Schoofi from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites or services containing, information that some people may find offensive or inappropriate. Schoofi makes no representations concerning any content contained in or accessed through the Services, and Schoofi will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Schoofi makes no representations or warranties regarding suggestions or recommendations of services or products (including Content provided by publishers) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) the Services are provided “AS IS” without any warranty of any kind from Schoofi or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product.

THE SERVICES, CONTENT, AND ANY SOFTWARE ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Product Claims**You and Schoofi acknowledge and agree that as between Apple and Schoofi, Schoofi, not Apple, is responsible for addressing any of your claims or any third party claims relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

**Intellectual Property Rights**You and Schoofi acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Schoofi, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

**Legal Compliance**You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**Developer Name and Address**Any end-user questions, complaints or claims with respect to the App should be directed to:

Email: connect@schoofi.com