

Welcome to Speakapp online learning platform for children with special needs! Before you begin using our platform, we ask that you carefully read and understand our terms and conditions. By using our platform, you agree to be bound by these terms and conditions.

1. **Eligibility:** Our platform is intended for use by children with special needs, their parents, and tutors. By using our platform, you represent and warrant that you are eligible to use our platform.
2. **Privacy:** We take your privacy seriously and will use your personal information only in accordance with our privacy policy. By using our platform, you consent to our collection, use, and sharing of your personal information as described in our privacy policy.
3. **User Conduct:** You are solely responsible for any content that you upload, post, or otherwise transmit through our platform. You agree not to use our platform to do any of the following:
 - upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
 - impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - upload, post, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
 - upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - interfere with or disrupt our platform or servers or networks connected to our platform, or disobey any requirements, procedures, policies, or regulations of networks connected to our platform;
 - intentionally or unintentionally violate any applicable local, state, national, or international law.
4. **User-generated content:** Our platform may allow users to generate and upload content, including text, images, audio, and video content. By uploading content to our platform, you grant us a worldwide, perpetual, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content (in whole or in part) and/or to incorporate such content in other works in any form, media, or technology now known or later developed. You also represent and warrant that you have all necessary rights to upload and license the content as described in this section.

This online learning platform for children with special needs may allow users to submit or upload content, including but not limited to text, graphics, photos, videos, and audio (collectively referred to as "User Generated Content").

By submitting User Generated Content on the platform, you grant the platform owner a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Generated Content in whole or in part, in any form, media, or technology, whether now known or hereafter developed.

You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to grant the above license to the platform owner, and that your User Generated Content does not infringe or violate the intellectual property rights, privacy rights, or any other rights of any third party.

The platform owner reserves the right to review, remove, or edit any User Generated Content posted on the platform that violates these Terms and Conditions, or that the platform owner deems inappropriate, offensive, or harmful.

The platform owner is not responsible for any User Generated Content submitted or posted on the platform by users, and the platform owner does not endorse, support, or guarantee the accuracy, completeness, or reliability of any User Generated Content. The opinions expressed in User Generated Content are those of the users who submit them and do not necessarily reflect the views of the platform owner.

- 5. Intellectual property:** Our platform and all content and materials available on our platform, including but not limited to text, graphics, logos, button icons, images, audio clips, video clips, data compilations, and software, are owned or licensed by us and are protected by copyright, trademark, and other intellectual property laws. You agree not to copy, modify, reproduce, republish, upload, post, transmit, or distribute any content or materials from our platform without our prior written consent.

All content on this online learning platform for children with special needs, including but not limited to text, graphics, logos, images, videos, and software, is the property of the platform owner or its content suppliers and is protected by intellectual property laws.

You acknowledge and agree that all trademarks, service marks, trade names, logos, and other designations (collectively referred to as "Marks") on the platform are the property of the platform owner or its content suppliers. You agree not to display or use in any manner any of the Marks without the prior written consent of the platform owner.

You agree not to reproduce, modify, distribute, transmit, publish, license, create derivative works from, transfer or sell any content, including but not limited to text, graphics, logos, images, videos, and software, displayed on the platform without the prior written consent of the platform owner.

Any unauthorized use, reproduction, or distribution of the content or Marks on the platform is strictly prohibited and may result in civil or criminal penalties.

- 6. Disclaimer of warranties:** Our platform is provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not

limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

This online learning platform for children with special needs is provided "as is" and "as available," without any warranties or representations, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or title.

The platform owner does not warrant that the platform will be error-free, uninterrupted, secure, or free of viruses or other harmful components. The platform owner does not warrant that any information or content obtained through the platform will be accurate, complete, or reliable.

You acknowledge and agree that your use of the platform is at your own risk, and that you are solely responsible for any damage to your computer system or other device or loss of data that results from your use of the platform.

The platform owner does not endorse, warrant, or guarantee any product or service offered on the platform or any third-party website linked to the platform.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. However, the exclusions set forth in this section shall apply to the fullest extent permitted by applicable law.

7. **Limitation of liability:** To the fullest extent permissible pursuant to applicable law, we shall not be liable for any direct, indirect consequences. By using this online learning platform for children with special needs, you agree that the platform owner and its affiliates, officers, directors, employees, agents, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if the platform owner has been advised of the possibility of such damages), resulting from:
 1. the use or inability to use the platform;
 2. the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the platform;
 3. unauthorized access to or alteration of your transmissions or data;
 4. statements or conduct of any third party on the platform;
 5. or any other matter relating to the platform.
 6. In no event shall the platform owner's total liability to you for all damages, losses, and causes of action arising out of or relating to your use of the platform, whether in contract, tort (including but not limited to negligence), or otherwise, exceed the amount paid by you, if any, for accessing this platform.
8. The platform owner shall not be responsible or liable for any delay or failure in performance of the platform, or any part thereof, resulting from events beyond its control, including but not limited to acts of God, acts of war, acts of terrorism, natural disasters, power outages, and internet disturbances
9. All content on this online learning platform for children with special needs, including but not limited to text, graphics, logos, images, videos, and software, is the property of the platform owner or its content suppliers and is protected by copyright laws.

10. Any unauthorized use, reproduction, or distribution of this content is strictly prohibited and may result in civil or criminal penalties. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the content, in whole or in part, without our prior written consent.
11. By using this platform, you acknowledge and agree that all content presented to you is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You agree not to copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content for any other purposes without our prior written consent.
12. The Platform is designed with convenience for the users to cancel, reschedule their appointments and does not offer any refund for the services contracted by the users, however in exception scenarios, if in case a situation arises where the users requests for refund for the contracted services and subject to realisation of the amount paid, Speakapp would review the sequence of events and if found satisfactory basis the management review the funds may be approved for refund and the same would be processed within 14 working days.