

Curiosity Gym – TERMS OF SERVICE

With effect from Aug 15, 2020

INTRODUCTION

This website is operated by Curiosity Gym Private Limited (hereafter known as “Curiosity Gym”). Throughout the website, the terms “we”, “us” and “our” refer to Curiosity Gym, who offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

PRIVACY PRACTICES

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services.

Any new features or tools which are added in the future shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

ONLINE TERMS

By agreeing to these Terms of Service, you represent that you are at least over the age of 18 and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any content on the website through which the Service is provided, without express written permission by us.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Services and products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

YOUR ACCOUNT

Curiosity Gym makes available an online platform which provides various online courses for the Students. Our responsibilities are limited to facilitating the availability of the Courses through the website, application and Services. In order to access the features of the website, the application and the Services, and to enrol for Courses, you must register to create an account and become a Member.

You will be responsible for maintaining confidentiality of your account, and restricting access to your account. You hereby accept responsibility for all activities that occur under your account. If you are accessing, browsing and using the Site on someone else's behalf; you represent that you have the authority to bind that person to all the terms and conditions herein.

If you have reasons to believe that the security of your account has been breached, you should contact us immediately at the Contact Information provided below. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms of Service are violated or if we decide, in our sole discretion, that it would be in our best interests to do so.

PRODUCT & SERVICES INFORMATION

Curiosity Gym attempts to be as accurate as possible in the description of the product and service offerings on the Site. The Site may contain typographical errors or inaccuracies and may not be complete or current, and we reserve the right to correct, change or update information, errors, inaccuracies or omissions at any time without prior notice. Please note that such errors, inaccuracies or omissions may also relate to pricing and availability.

MODE OF PAYMENT

Payments for the products and service offerings may be made in the following ways:
Credit or Debit Cards, Net Banking, UPI, Payment Wallets.

INTELLECTUAL PROPERTY RIGHTS

Curiosity Gym expressly reserves all intellectual property rights in all text, programs, images, content and other materials (collectively referred to as "content") of the Service offered and / or which appear on the website. Access to or use of the content provided in the Service or the website does not confer to you any license or any third party's intellectual property rights.

All rights, including copyright, to the Service offered and to the website are owned by or licensed to Curiosity Gym. Any copying or storing of content through any means whatsoever in whole or in part is prohibited without the permission of the Company.

The names and logos and all related product and service names, design marks and slogans are the trademarks / service marks of Curiosity Gym, its affiliates, its partners or its suppliers/service providers. All other marks are the property of their respective owners. No trademark or service mark license is granted in connection with the Service offered or the use of the website. Access to or use of the website does not authorize anyone to use any name, logo or mark in any manner. References on the website or the content in the Service offered to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply Curiosity Gym's endorsement, sponsorship or recommendation of the third party, the information, its product or services.

Curiosity Gym is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access a link of any third party websites or its content, you do so entirely at your own risk and expense.

LIMITED LICENSE

Curiosity Gym grants you limited, non-exclusive, non-transferable, non-sublicensable license to access, and make personal and non-commercial use of the Services and the website. All rights not expressly granted to you in these Terms of Service, are reserved and retained by Curiosity Gym. We reserve the right, at any time, without notice, and at our sole discretion, to terminate your license to use the Service and / or the website and to block and prevent your future access to the website.

OPTIONAL TOOLS

We may provide you with access to third-party tools which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, resources, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such resources and materials. We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, your photographs, or other materials, whether online, by email, by postal mail, or otherwise (collectively referred as ‘submissions’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any submissions that you forward to us. We are and shall be under no obligation (1) to maintain any submissions in confidence; (2) to pay compensation for any submissions; or (3) to respond to any submissions.

We may, but have no obligation to, monitor, edit or remove submissions that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your submissions will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your submissions will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any submissions. You are solely responsible for any submissions you make and their accuracy. We take no responsibility and assume no liability for any submissions posted by you or any third-party.

PERSONAL INFORMATION

In order to provide the Services to you we collect some of your Personal Information. Your submission of personal information is governed by our Privacy Policy. To view our Privacy Policy, [click here](#). Please review this policy. You must agree to the processing of your personal information as laid out in our Privacy Policy (as may be updated from time to time).

CANCELLATIONS AND REFUNDS

If you wish to cancel a confirmed enrolment made via the website or the application, either prior to or after commencement of the Course, the cancellation policy defined in the applicable Course will apply to such cancellation, provided that no refund will be made in respect of tuitions already provided. If We cancel a confirmed enrolment made via the website or the application, We will refund the Course Fees received by us which shall not exceed the total amount received by us.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to service offerings / product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Curiosity Gym, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Curiosity Gym and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and come under the jurisdiction of the Courts of Mumbai.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at explore@curiositygym.com