

Name of WEBSITE: www.mymentalcoach.in, hereby called as MyMentalCoach

Terms and conditions of use

Introduction

1. These terms and conditions shall govern your use of our website.
 - 1.1. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
 - 1.2. If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
 - 1.3. You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
 - 1.4. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. Licence to use website

2.1. You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) [stream audio and video files from our website]; and
- (e) [use [our website services] by means of a web browser],

subject to the other provisions of these terms and conditions.

- 2.2. Except as expressly permitted BY THE provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

- 2.3. You may only use our website for [your own personal and business purposes], and you must not use our website for any other purposes.
- 2.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 2.5. Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 2.6. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

3. Acceptable use

- 3.1. You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];
 - (e) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
 - (f) [violate the directives set out in the robots.txt file for our website]; or
 - (g) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].

- (h) You must not in any manner, or form, distribute any material downloaded from the website to any person/s, firm , organization and anyone else, whether a person/entity/body. You agree and understand that the downloaded material from our website is to expressly used only for personal and non-commercial use and is it the copyright material of the website and/or its owners.
- (g) You can be subjected to the laws of the land, in the event that the downloaded material, including videos, documents in any form, and which are accessible through the members are, are found to being distributed and originating from your IP.

- 3.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 3.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

4. Registration and accounts

- 4.1. You may register for an account with our website by [completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you].
- 4.2. You must not allow any other person to use your account to access the website.
- 4.3. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 4.4. You must not use any other person's account to access the website[, unless you have that person's express permission to do so].
- 4.5. After purchasing from the website www.mymentalcoach.in, you will directed to a third party Website, which is a Learning Management System (LMS) like Google Classroom, Menti.com, moodle.com and similar such Learning Management systems. We do not have control over these websites and our use is limited to using them for and to facilitate learning and sharing of information to the registered users of the website of the Videos, Assignments, Exercises that we provide to our users on purchase of the product on our website.

5. User login details

- 5.1. If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] [a user ID and password].

- 5.2. Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.
- 5.3. You must keep your password confidential.
- 5.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

6. Cancellation and suspension of account

- 6.1. We may:
 - (a) [suspend your account];
 - (b) [cancel your account]; and/or
 - (c) [edit your account details],at any time in our sole discretion without notice or explanation.
- 6.2. You may cancel your account on our website [using your account control panel on the website].
- 6.3. Use of Learning Management System to provide and manage to and from the User.

7. Learning Management System Service

MyMentalCoach provides the LMS, using a third party website like Google Classroom, G Suite of Education and similar such Learning Management Systems as a service to you in order to facilitate the Program. You are required to use the LMS to participate in the Program, such as to attend class sessions or discussions, obtain faculty feedback, or submit assignments. You agree that MyMentalCoach may record, archive and make available recordings of live class sessions through the LMS (the "Recordings") for your reference. The Recordings may be made available to other users who access the LMS who have a need to view the Recordings as part of their participation in the Program.

In addition, by using the LMS, you acknowledge and agree that MyMentalCoach may communicate with you and send you administrative messages and service announcements

regarding your participation in the Program (the "Program Communications"). You are not permitted to opt out of receiving the Program Communications while enrolled in the Program.

LMS Materials; Use Restrictions

The LMS contains copyrighted material (including but not limited to text, graphics, videos, images, music, sounds, source code, user generated content, and compilations of individual data), trademarks, trade names, other proprietary information, and other content such as text, graphics, images, photographs, illustrations, logos, information obtained from MyMentalCoach's licensors (collectively, "LMS Materials"). You acknowledge and agree that MyMentalCoach retains all ownership, rights, title and interest to and in the LMS Materials. You represent and warrant that you will not: (i) copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit any LMS Materials (including but not limited to any LMS Materials that you download), excluding information that is in the public domain or has been licensed to you; and (ii) endeavor to ascertain any source code used in connection with the LMS.

You may view, access, download or print hard copies of the LMS Materials only for your personal, educational, and non-commercial use and where such option is made available to you in the LMS. You may not change the LMS Materials in any way or copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit or use them for any public or commercial purpose. We strictly prohibit any use of the LMS Materials for any purpose not specifically identified or authorized in these Terms of Use or expressly permitted by MyMentalCoach.

You may not, without MyMentalCoach's written permission, "mirror" any LMS Materials contained in the LMS or any other server. You may not use the LMS for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the LMS in any manner that could damage, disable, overburden, or impair the Site, or interfere with any other party's use and enjoyment of the LMS. You may not attempt to gain unauthorized access to the LMS through hacking, password mining or any other means. MyMentalCoach reserves the right, in its sole discretion, to terminate your access to the LMS, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice or any notice.

Your Content

You agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you publish, upload, display, or transmit on or through the LMS (collectively "Your Content"), including any information that you submit in

connection with your participation in the Program. The term "Your Content" does not include any Recordings, as defined in these Terms of Use. You further agree that Your Content is true and accurate and that Your Content will not contain any information that you did not create or that you do not have permission to publish, upload, display, or transmit on the LMS. You are responsible for creating back-up copies of any of Your Content that you post on the LMS or otherwise provide to MyMentalCoach, and any necessary replacement thereof.

You agree that MyMentalCoach may review any of Your Content posted on the LMS and delete or remove any of Your Content for any reason, including where MyMentalCoach reasonably determines that Your Content violates these Terms of Use or is offensive or illegal, or may violate the rights of, harm, or threaten the safety of others.

By publishing, uploading, displaying or transmitting Your Content to the LMS, you permit and direct MyMentalCoach to create such copies of Your Content as may be deemed necessary in order to facilitate the posting and storage of Your Content on the LMS. By publishing, uploading, displaying, or transmitting Your Content to the LMS, you hereby grant to MyMentalCoach a limited, transferable, and worldwide license (which includes the right to sublicense) to copy, modify, publish, transmit, distribute, publicly perform, or publicly display Your Content. You may remove Your Content at any time, unless otherwise instructed by your teacher/admin of MyMentalCoach. If you remove Your Content, you agree that MyMentalCoach may preserve archived copies of Your Content and that any previous uses by MyMentalCoach prior to your removal shall remain fully permissible as set forth hereunder.

By publishing, uploading, displaying or transmitting Your Content to the LMS, you understand and agree that other users of your LMS community may access, view, store and reproduce any of Your Content posted by you on the LMS to the extent permitted herein, subject to any applicable restrictions.

User Code of Conduct

MyMentalCoach provides the LMS to you for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material, or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

Additionally, you represent and warrant that you will not visit or use the LMS to:

- publish, upload, display, transmit, or otherwise make available:

- any of Your Content that MyMentalCoach may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable;
- any of Your Content that would constitute, encourage, or provide instructions for a criminal offense or violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
- 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; or
- any of Your Content that MyMentalCoach may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the LMS, or that may expose MyMentalCoach or LMS users to any harm or liability of any type
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the LMS;
- obtain email addresses or other contact information of any individual from the LMS for the purposes of sending unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation in the Program;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the LMS;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
- use or attempt to use another's account, service, or system without authorization MyMentalCoach, or create a false identity on the LMS.

You are solely responsible for your interactions with any other individuals who visit or use the LMS and resolving any disputes that might arise due to your interactions. Notwithstanding the foregoing, MyMentalCoach reserve the right to monitor disputes between you and any other individual who visits or uses the LMS and to take any action that they, in their sole discretion, deem necessary up to and including termination of an individual's access to and use of the LMS.

Hyperlinks from the Website

The LMS may contain hyperlinks to other websites and webpages ("Third-Party Websites") as well as to text, graphics, videos, images, music, sounds, and information belonging to or originating from other third-parties (collectively, "Third-Party Applications"). MyMentalCoach does not investigate, monitor, or review any Third-Party Website or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. MyMentalCoach is not responsible for the Third-Party Pages or any Third-Party Applications accessed through the Website. The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on the LMS does not indicate MyMentalCoach's approval or endorsement thereof. If you choose to leave the LMS to access any Third-Party Pages or Third-Party Applications, you do so at your own risk.

Intellectual Property Rights

Trademarks, logos, and service marks displayed or otherwise used on the LMS, including, but not limited to "MyMentalCoach" (collectively the "Intellectual Property"), are registered trademarks of MyMentalCoach. The Intellectual Property is protected by law. All rights in the Intellectual Property are reserved to MyMentalCoach or their licensors, affiliates, principals, or partners. Nothing contained on the LMS should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the LMS without the written permission of MyMentalCoach or the third party that may own the Intellectual Property displayed on the LMS. Your misuse of the Intellectual Property displayed on the LMS is strictly prohibited.

Digital Millennium Copyright Act

Any copyright owner or its agent that believes that any Materials or other content on the LMS infringes upon its copyright(s) should give written notice to MyMentalCoach's authorized agent, listed below, in accordance with the Digital Millennium Copyright Act ("DMCA"). The notice to MyMentalCoach shall contain the following information:

- A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;
- Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
- Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit MyMentalCoach to locate the material;

- The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;
- A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Any copyright owner or its agent may provide written submissions of alleged infringements of alleged infringements to MyMentalCoach at email id support@mymentalcoach.com . A notice may not be valid if it fails to comply with all of the above-listed requirements.

Disclaimers and Warranties

Your use of the LMS is at your sole risk. Any material that you download or otherwise obtain through your use of the LMS is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from MyMentalCoach, their subsidiaries, agents, affiliates and/or licensors, or other users of the LMS, or through or from the LMS shall create any warranty not expressly stated in these Terms of Use.

MyMentalCoach PROVIDES THE LMS "AS IS" AND "AS AVAILABLE," AND MyMentalCoach, THEIR SUBSIDIARIES, AGENTS, AFFILIATES AND/OR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE LMS WILL MEET YOUR ACADEMIC REQUIREMENTS; (B) YOUR USE OF THE LMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE LMS WILL BE ACCURATE OR RELIABLE; OR (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE LMS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MyMentalCoach EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability

NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR LIMIT MyMentalCoach's WARRANTY OR LIABILITY FOR LOSSES, WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND MyMentalCoach's LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT MyMentalCoach, THEIR SUBSIDIARIES, AGENTS, AFFILIATES, AND LICENSORS SHALL BE LIABLE TO YOU FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS; OR (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY CHANGES WHICH MyMentalCoach MAY MAKE TO THE LMS, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE LMS (OR ANY FEATURES WITHIN THE LMS); (II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY OF YOUR CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE LMS; (III) YOUR FAILURE TO PROVIDE MyMentalCoach WITH ACCURATE PERSONAL INFORMATION; OR (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

THE LIMITATIONS ON MyMentalCoach'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT MyMentalCoach HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

Indemnification

You agree to indemnify, defend, and hold harmless MyMentalCoach, and their respective officers, directors, employees, agents, and affiliates from and against any and all legal claims arising from your inappropriate use of the LMS or your violation of any of these Terms of Use. Your indemnification obligation to MyMentalCoach shall survive these Terms of Use and your use of the LMS.

Modification or Suspension of the LMS

You agree that MyMentalCoach may, in its sole discretion and at any time, modify, discontinue, or suspend its operation of the LMS, any part thereof or any LMS Materials, temporarily or permanently, without notice or liability to you.

Severability

The Terms of Use and Privacy Policy, together with any applicable software licensing agreement(s), shall constitute the entire agreement between you and MyMentalCoach related to your use of the LMS. The various provisions of Terms of Use and Privacy Policy are separate and independent and, should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect. The Terms of Use and Privacy Policy shall be binding on the parties and their respective successors and assigns.

Entire Agreement

The Terms of Use and Privacy Policy shall constitute the entire agreement between you and MyMentalCoach with respect to the LMS. The Terms of Use and Privacy Policy shall be binding on the parties and their respective successors and assigns.

8. G Suite for Education Parental Consent Form

At MyMentalCoach, we use G Suite for Education as LMS, and we are seeking your permission to provide and manage a G Suite for Education account for your child. G Suite for Education is a set of education productivity tools from Google including Gmail, Calendar, Docs, Classroom, and more used by tens of millions of students and teachers around the world. At MyMentalCoach, students will use their G Suite accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st century digital citizenship skills.

The notice below provides answers to common questions about what Google can and can't do with your child's personal information, including:

- What personal information does Google collect?
- How does Google use this information?
- Will Google disclose my child's personal information?

- Does Google use student personal information for users in K-12 schools to target advertising?
- Can my child share information with others using the G Suite for Education account?

Please read it carefully, let us know of any questions, and then sign below to indicate that you've read the notice and give your consent. If you don't provide your consent, you cannot use MyMentalCoach and thus, please do not buy the product.

I give permission for MyMentalCoach to create/maintain a G Suite for Education account for my child and for Google to collect, use, and disclose information about my child only for the purposes described in the notice below.

Signature of parent/guardian Date – (Marking a Tick in the Terms and Conditions will mean that you have read and consented to the use of MyMentalCoach's G Suite of Education after reading and expressly understanding the contents of use of G Suite of Education by MyMentalCoach).

G Suite for Education Notice to Parents and Guardians

This notice describes the personal information we provide to Google for these accounts and how Google collects, uses, and discloses personal information from students in connection with these accounts.

Using their G Suite for Education accounts, students may access and use the following "Core Services" offered by Google (described at https://gsuite.google.com/terms/user_features.html):

- Gmail (including Inbox by Gmail)
- Calendar
- Classroom
- Contacts
- Drive
- Docs
- Forms
- Keep
- Sheets
- Slides
- Groups

- Sites
- Talk/Hangouts
- Vault

In addition, we also allow students to access certain other Google services with their G Suite for Education accounts. Specifically, your child may have access to the following

“Additional Services”:

- YouTube
- Google Maps

Google provides information about the information it collects, as well as how it uses and discloses the information it collects from G Suite for Education accounts in its G Suite for Education Privacy Notice. You can read that notice online at

https://gsuite.google.com/terms/education_privacy.html You should review this information in its entirety, but below are answers to some common questions:

What personal information does Google collect?

When creating a student account, MyMentalCoach may provide Google with certain personal information about the student, including, for example, a name, email address, and password. Google may also collect personal information directly from students, such as telephone number for account recovery or a profile photo added to the G Suite for Education account.

When a student uses Google services, Google also collects information based on the use of those services. This includes:

- device information, such as the hardware model, operating system version, unique device identifiers, and mobile network information including phone number;
- log information, including details of how a user used Google services, device event information, and the user's Internet protocol (IP) address;
- location information, as determined by various technologies including IP address, GPS, and other sensors;
- unique application numbers, such as application version number; and
- cookies or similar technologies which are used to collect and store information about a browser or device, such as preferred language and other settings.

How does Google use this information?

In G Suite for Education **Core Services**, Google uses student personal information to provide, maintain, and protect the services. Google does not serve ads in the Core Services or use personal information collected in the Core Services for advertising purposes.

In Google Additional Services, Google uses the information collected from all Additional Services to provide, maintain, protect and improve them, to develop new ones, and to protect Google and its users. Google may also use this information to offer tailored content, such as more relevant search results. Google may combine personal information from one service with information, including personal information, from other Google services.

Does Google use student personal information for users in K-12 schools to target advertising?

No. For G Suite for Education users in primary and secondary (K-12) schools, Google does not use any user personal information (or any information associated with an G Suite for Education Account) to target ads, whether in Core Services or in other Additional Services accessed while using an G Suite for Education account.

Can my child share information with others using the G Suite for Education account?

We may allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. When users share information publicly, it may be indexable by search engines, including Google.

Will Google disclose my child's personal information?

Google will not share personal information with companies, organizations and individuals outside of Google unless one of the following circumstances applies:

- **With parental or guardian consent.** Google will share personal information with companies, organizations or individuals outside of Google when it has parents' consent (for users below the age of consent), which may be obtained through G Suite for Education schools.
- **With MyMentalCoach.** G Suite for Education accounts, because they are managed accounts by MyMentalCoach, and give administrators access to information stored in them.
- **For external processing.** Google may provide personal information to affiliates or other trusted businesses or persons to process it for Google, based on Google's instructions and

in compliance with the G Suite for Education privacy notice and any other appropriate confidentiality and security measures.

- **For legal reasons.** Google will share personal information with companies, organizations or individuals outside of Google if it has a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - meet any applicable law, regulation, legal process or enforceable governmental request.
 - enforce applicable Terms of Service, including investigation of potential violations.
 - detect, prevent, or otherwise address fraud, security or technical issues.
 - protect against harm to the rights, property or safety of Google, Google users or the public as required or permitted by law.

Google also shares non-personal information -- such as trends about the use of its services -- publicly and with its partners.

What choices do I have as a parent or guardian?

First, you can consent to the collection and use of your child's information by Google. If you don't provide your consent, we will not create a G Suite for Education account for your child, and Google will not collect or use your child's information as described in this notice.

If you consent to your child's use of G Suite for Education, you can access or request deletion of your child's G Suite for Education account by contacting support@mymentalcoach.com or <https://myaccount.google.com>. If you wish to stop any further collection or use of your child's information, you can request that we use the service controls available to limit your child's access to features or services, or delete your child's account entirely. You and your child can also visit while signed in to the G Suite for Education account to view and manage the personal information and settings of the account.

What if I have more questions or would like to read further?

If you have questions about our use of Google's G Suite for Education accounts or the choices available to you, please contact hdelarosa@olssnet.org lcamarena@olssnet.org G Suite for Education Privacy Center G Suite for Education Privacy Notice Google Privacy Policy or . If you want to learn more about how Google collects, uses, and discloses personal information to provide services to us, please review the (at <https://www.google.com/edu/trust/>), the (at https://gsuite.google.com/terms/education_privacy.html), and the (at <https://www.google.com/intl/en/policies/privacy/>).

The Core G Suite for Education services are provided to us under Google's Apps for Education agreement <https://support.google.com/a/answer/2888485?hl=en> Data Processing Amendment (at https://www.google.com/apps/intl/en/terms/education_terms.html) [if school/district has accepted the Data Processing Amendment (see), insert: and the (at https://www.google.com/intl/en/work/apps/terms/dpa_terms.html)].

These are the laws and policies that help to protect our students online:

Child Internet Protection Act (CIPA)

The school is required by CIPA to have technology measures and policies in place that protect students from harmful materials including those that are obscene and pornographic. This means that student internet communication is filtered. Communication containing harmful content from inappropriate sites will be blocked.

-- CIPA - <https://www.fcc.gov/guides/childrens-internet-protection-act>

Children's Online Privacy Protection Act (COPPA)

COPPA applies to commercial companies and limits their ability to collect personal information from children under 13. By default, Google advertising is turned off for G Suite for Education users. No personal student information is collected for commercial purposes. This permission form allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

-COPPA - <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>

Family Educational Rights and Privacy Act (FERPA)

FERPA protects the privacy of student education records and gives parents rights to review student records. Under FERPA, schools may disclose directory information (name, phone, address, grade level, etc...) but parents may request that the school not disclose this information.

- The school will not publish confidential education records (student ID #, etc...) for public viewing on the Internet.
- The school may publish student work and photos for public viewing but will not publish student last names or other personally identifiable information.
- Parents may request that photos, names and general directory information about their children not be published.
- Parents have the right at any time to investigate the contents of their child's account and Apps for Education files.

-- FERPA -<http://www2.ed.gov/policy/gen/guid/fpco/ferpa>

9. Your content: licence

- 9.1. After purchasing from the website, you will be directed to a third party Website, which is a Learning Management System like Google Classroom, Menti.com, moodle.com and similar such Learning Management systems. Since, we do not control these sites, we are neither responsible nor liable to pay for any damages for any security breaches, privacy issues that might happen, which can lead to any potential breach of confidentiality, which are beyond our control.
- 9.2. In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our or the third party LMS website for storage or publication on, processing by, or transmission via, our website].
- 9.3. You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free licence] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].
- 9.4. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 9.5. You may edit your content to the extent permitted using the editing functionality made available on our website.
- 9.6. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Your content: rules

- 10.1. You warrant and represent that your content will comply with these terms and conditions.

10.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

10.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) [depict violence[in an explicit, graphic or gratuitous manner]];
- (m) [be pornographic[, lewd, suggestive or sexually explicit]];
- (n) [be untrue, false, inaccurate or misleading];
- (o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];
- (p) [constitute spam];
- (q) [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or
- (r) [cause annoyance, inconvenience or needless anxiety to any person].

[additional list items]

11.Limited warranties

11.1. We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.
- (d) that the third party website (LMS) , that we are using to facilitate learning will remain available

11.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

11.4. **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 MyMentalCoach, its proprietor, 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 states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

12. Breaches of these terms and conditions

12.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) [block computers using your IP address from accessing our website];
- (e) [contact any or all of your internet service providers and request that they block your access to our website];
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) [suspend or delete your account on our website].

[additional list items]

12.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or

prohibition or blocking[(including without limitation [creating and/or using a different account]])].

13.Variation

13.1. We may revise these terms and conditions from time to time.

13.2. [The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.]

13.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

14.Assignment

14.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

14.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

15. Indemnification

You agree to indemnify, defend and hold harmless MyMentalCoach and our parent, 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.

16. Severability

- 16.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
17. **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
18. **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

19. Third party rights

- 19.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 19.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

20. Entire agreement

- 20.1. The terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

21. Law and jurisdiction

- 21.1. These terms and conditions shall be governed by and construed in accordance with [Indian Law].
- 21.2. Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of India.

22. Our details.

- 22.1. This website is owned and operated by [Dr Swaroop Savanur].

22.2. Our principal place of business is at [Swojas Swarraj, 122/6, Krishna Path, Law College Road, Pune-411004, INDIA].

22.3. **You** can contact us:

- (a) by post, using the postal address [given above];
- (b) [using our website contact form];
- (c) [by telephone, on [the contact number published on our website from time to time]]; or
- (d) [by email, using [the email address published on our website from time to time]].