



PLATFORM AGREEMENT

Terms and Conditions

Governing the subscription to and use of the Zenkul school management platform by educational institutions and organisations.

Zenkul

Trading name of the sole proprietorship concern of Mr. Gulshan Kumar

GSTIN	09EQQPK0683D1ZJ
PAN	EQQPK0683D
Udyam Reg. No.	UDYAM-UP-62-0061171
Principal place of business	Building No. 19, Samspur Road, Chak Neknampur, Salon, District Raebareli, Uttar Pradesh – 229127, India
Email	support@zenkul.com
Web	www.zenkul.com

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RELATED DOCUMENTS

Zenkul Privacy Policy · Zenkul End-User Terms of Use · Zenkul Acceptable Use Policy — each incorporated into these Terms by reference and supplied to the Subscriber together with these Terms, and available at any time on request to support@zenkul.com. A plain-English summary, *Zenkul Terms in Brief*, is also supplied for convenience; it is **not** incorporated into these Terms, is not binding, and these Terms prevail over it in every respect.

Preamble

This document is an electronic record generated by a computer system and published in accordance with the Information Technology Act, 2000 and the rules made thereunder, as amended from time to time, and does not require any physical, electronic or digital signature.

These Terms and Conditions ("**Terms**") constitute a legally binding agreement between **Zenkul**, the trading name of the sole proprietorship concern of **Mr. Gulshan Kumar**, registered under the Central Goods and Services Tax Act, 2017 bearing **GSTIN 09EQQPKo683D1ZJ**, holding **PAN EQQPKo683D**, and registered as a Micro Enterprise with the Ministry of Micro, Small and Medium Enterprises under **Udyam Registration Number UDYAM-UP-62-0061171**, having its principal place of business at **Building No. 19, Samspur Road, Chak Neknampur, Salon, District Raebareli, Uttar Pradesh – 229127, India** (referred to as "**Zenkul**", "**we**", "**us**" or "**our**"), and the educational institution, trust, society, group of institutions or other organisation that registers for, subscribes to, or uses the Zenkul platform (referred to as "**Subscriber**", "**you**" or "**your**").

"Zenkul" is the trading name under which the Proprietor carries on business, and is a registered trade mark of the Proprietor. All rights and obligations under these Terms are those of the Proprietor. Zenkul is a registered Micro Enterprise and claims the benefit of the Micro, Small and Medium Enterprises Development Act, 2006 in respect of all amounts payable to it under these Terms.

By clicking "I Agree", by completing organisation registration, by accessing the Zenkul dashboard, or by permitting any person to use the Platform under your organisation account, you confirm that you have read, understood and irrevocably accepted these Terms, together with the Zenkul Privacy Policy, the Zenkul Acceptable Use Policy, the Zenkul End-User Terms of Use, and every Schedule and Annexure to these Terms, all of which are incorporated by reference and form an integral part of this agreement.

If you do not agree with any part of these Terms, you must not register for, access or use the Platform.

If you are accepting these Terms on behalf of an organisation, you represent that you are duly authorised to bind that organisation, and "you" refers to that organisation.

1. Definitions and Interpretation

1.1 In these Terms, unless the context requires otherwise:

"Academic Data"

means data relating to teaching and learning that is created or stored on the Platform, including class and section records, subject assignments, timetables, syllabus and chapter progress, examination records, marks, grades, ratings, topic-mastery indicators, homework, materials and submissions.

"Account"

means an organisation-level account provisioned to a Subscriber on the Platform, together with all School workspaces, Authorised User logins and configuration under it.

"Applicable Law"

means all Indian statutes, rules, regulations, notifications, circulars, orders and directions in force from time to time that apply to the Platform, the Subscriber or the Services, including the Information Technology Act, 2000; the Digital Personal Data Protection Act, 2023 and rules made thereunder; the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016; the Right of Children to Free and Compulsory Education Act, 2009; the Juvenile Justice (Care and Protection of Children) Act, 2015; the Protection of Children from Sexual Offences Act, 2012; the Motor Vehicles Act, 1988; the Central Goods and Services Tax Act, 2017; applicable State education statutes and affiliation board regulations; and applicable tax legislation.

"Authorised User"

means any natural person to whom the Subscriber (or Zenkul at the Subscriber's instruction) grants credentials to access the Platform under the Subscriber's Account, including administrators, principals, teachers, accountants, office and support staff, transport staff, Students and Parents.

"Billable User"

means a person who, at any time during the relevant Billing Period, holds (a) an active enrolment record as a Student, or (b) an active account as a teacher or as a member of the administrative, finance, transport or support staff, in any School under the Subscriber's Account. Parents and guardians are not Billable Users.

"Billing Period"

means a calendar month, or such other recurring period as is specified in the Subscriber's Subscription Plan, in respect of which Subscription Fees fall due.

"CGST Act"

means the Central Goods and Services Tax Act, 2017, and includes the corresponding State, Union Territory and Integrated Goods and Services Tax legislation.

"Child"

means an individual who has not completed eighteen (18) years of age.

"Confidential Information"

has the meaning given in Clause 13.

"Content"

means any data, text, document, image, audio, video, file or other material uploaded to, generated on, transmitted through or stored on the Platform.

"Dashboard"

means the authenticated web interface through which Authorised Users access the Platform.

"Data Fiduciary", "Data Principal", "Data Processor", "Personal Data"

have the meanings given to them under the Digital Personal Data Protection Act, 2023.

"Fee Data"

means data relating to the collection of school fees from Students and Parents, including fee structures, fee categories, invoices, adjustments, discounts, penalties, late fees, overrides, receipts and payment records.

"Grace Period"

means the additional period configured after the expiry of a Billing Period during which the Platform remains accessible notwithstanding non-payment of Subscription Fees, as stated in Schedule E.

"GST"

means any tax levied under the CGST Act, including central, state, union territory, integrated and compensation cess components.

"Institutional Data"

means all Content and Personal Data belonging to, generated by, or uploaded on behalf of the Subscriber, its Schools, and its Authorised Users, including Academic Data, Fee Data, Transport Data and Staff Data. Institutional Data does not include Platform Data.

"Modules"

means the discrete functional areas of the Platform described in Schedule A, each of which may be enabled or disabled for a Subscriber depending on its Subscription Plan.

"MSMED Act"

means the Micro, Small and Medium Enterprises Development Act, 2006.

"Parent"

means a parent, legal guardian or other person recorded on the Platform as a guardian of a Student.

"Payment Partner"

means a payment aggregator, payment gateway, bank or other regulated financial intermediary integrated with the Platform.

"Platform"

means the Zenkul school management and education administration software-as-a-service platform, comprising the Dashboard, associated web and mobile interfaces, APIs, background services, notification systems and supporting infrastructure.

"Platform Data"

means aggregated, de-identified and statistical data derived from use of the Platform that does not identify, and cannot reasonably be used to identify, any Data Principal, Subscriber or School.

"Proprietor"

means Mr. Gulshan Kumar, the sole proprietor of Zenkul.

"School"

means an individual institution, campus or branch provisioned as a tenant under a Subscriber's Account.

"Seat"

means one billable position under the Subscriber's Subscription, computed in accordance with Schedule E. One Seat equals one Billable User.

"Services"

means the provision of and access to the Platform, together with support, maintenance and any other services expressly provided by Zenkul under these Terms.

"Staff Data"

means data relating to employees and personnel of the Subscriber, including profiles, roles, attendance, salary structures, salary payments, bank details and employment documents.

"Student"

means an individual enrolled, or seeking enrolment, at a School and recorded as such on the Platform.

"Subscription"

means the Subscriber's paid or trial entitlement to access the Platform, as recorded in the Subscriber's subscription record on the Platform.

"Subscription Fees"

means the amounts payable by the Subscriber to Zenkul for the Subscription, as described in Clause 4 and Schedule E.

"Subscription Plan"

means the plan selected by or assigned to the Subscriber, which determines Seat entitlements, School limits, enabled Modules and pricing.

"Tax Invoice"

means an invoice issued in accordance with Section 31 of the CGST Act and Rule 46 of the Central Goods and Services Tax Rules, 2017.

"Transport Data"

means data relating to the transport Module, including routes, stops, vehicles, vehicle registration and driver details, fee slabs, and the assignment of Students and staff to routes and stops.

"Trial Period"

means the period of seven (7) days from activation during which the Platform is made available without charge under Clause 4.13.

1.2 Interpretation. Headings are for convenience only. "Including" means "including without limitation". References to a statute include that statute as amended or replaced. The singular includes the plural. A reference to a Clause, Schedule or Annexure is a reference to a clause, schedule or annexure of these Terms. Where a Schedule conflicts with the main body of these Terms, the Schedule prevails for that Module only, subject to Clause 27.8.

2. Nature and Scope of the Platform

2.1 What Zenkul is. Zenkul provides a multi-tenant, subscription-based software platform that enables educational institutions to administer their academic, administrative, financial, transport and communication operations. Zenkul provides technology. Zenkul does not provide education, does not operate any School, and does not exercise control over the academic, disciplinary, admission, employment or financial decisions of any Subscriber.

2.2 What Zenkul is not. For the avoidance of doubt, Zenkul is **not**:

- (a) a bank, non-banking financial company, payment aggregator, payment gateway, payment system operator, or any other entity regulated by the Reserve Bank of India;
- (b) an escrow agent, trustee or custodian of any monies belonging to any Subscriber, School, Student or Parent;
- (c) an educational institution, examination board, affiliating authority or certifying body;
- (d) an employer of any Authorised User; or
- (e) a transport operator, fleet operator or provider of any transportation service.

2.3 Subscriber as controller of its own operations. The Subscriber is and remains solely responsible for the lawfulness, accuracy, completeness and consequences of every decision it takes using the Platform, including admissions, promotions, examination results, grading, attendance certification, disciplinary action, fee determination, fee waiver, staff appointment, staff remuneration and transport allocation. The Platform records and computes what the Subscriber configures; it does not validate the appropriateness of that configuration.

2.4 Modules. The Platform is delivered in Modules. The Modules available to a Subscriber depend on its Subscription Plan and on the configuration chosen by the Subscriber's administrators. Module-specific terms are set out in Schedule A and apply only to Modules the Subscriber actually uses.

2.5 Evolution of the Platform. Zenkul may add, modify, improve, deprecate or withdraw features, Modules and interfaces. Zenkul will use reasonable efforts to give the Subscriber not less than thirty (30) days' prior notice of any change that materially removes or degrades a core function the Subscriber then uses, except where the change is required by Applicable Law, is necessary to address a security vulnerability, or relates to a feature designated as beta, preview or experimental.

2.6 Beta features. Features designated as beta, preview, trial or experimental are provided "as is", may be withdrawn at any time without notice, are excluded from every service level commitment, and must not be relied upon for statutory records, examination results, financial reporting or any other critical purpose.

3. Registration, Onboarding and Verification

3.1 Eligibility. The Platform is offered only to legal entities lawfully constituted in India that operate one or more educational institutions, and to persons duly authorised by such entities. The Platform is not offered to individuals contracting in a personal capacity. Any person who accepts these Terms on behalf of a Subscriber represents that they are at least eighteen (18) years of age and competent to contract under the Indian Contract Act, 1872.

STUDENTS AND OTHER USERS ARE NOT PARTIES TO THESE TERMS

3.1A The only contract is between Zenkul and the Subscriber. Students, Parents, teachers and staff access the Platform as Authorised Users under the Subscriber's Account, on the conditions set out in the Zenkul End-User Terms of Use. Zenkul does not require, and does not rely upon, acceptance of these Terms or of the End-User Terms by any Child.

3.1B Section 11 of the Indian Contract Act, 1872 provides that a person who has not attained majority is not competent to contract, and an agreement with such a person is void. Accordingly, nothing in these Terms or in the End-User Terms of Use is to be construed as creating, or as purporting to create, a contract between Zenkul and a Child, or as imposing any contractual liability on a Child.

3.1C Where an Authorised User is a Child, the Subscriber shall, before provisioning that account, (a) obtain verifiable parental consent in accordance with Clause 10.2, and (b) bring the End-User Terms of Use to the attention of that Child's Parent and obtain the Parent's acknowledgement of them on the Child's behalf. The conditions of use in the End-User Terms then bind the Child as rules imposed by the Subscriber under Clause 6.2, and are enforceable by the Subscriber as a matter of school discipline, not by Zenkul as a matter of contract.

3.1D Zenkul's remedy in respect of misuse by a Child is limited to suspension of that account under Clause 21 and recourse against the Subscriber under these Terms. The Subscriber remains responsible under Clause 6.2 for the acts and omissions of every Authorised User under its Account, including Children.

3.2 Registration information. The Subscriber must provide complete, accurate and current information during organisation registration, including its legal name, constitution, registered address, authorised signatory details, contact email and telephone number, its GSTIN where registered, and such other statutory identifiers as Zenkul may reasonably require.

3.3 Verification. Zenkul may, before or after activation, require the Subscriber to submit documents evidencing its legal existence, its authority to operate an educational institution, its affiliation or recognition status, its tax registrations, and the identity and authority of its signatory. Zenkul may verify any information submitted, including through third-party verification services, publicly available registries and regulatory databases.

3.4 Consequences of inaccurate information. If Zenkul has reasonable grounds to believe that information furnished by a Subscriber is false, misleading, incomplete or has ceased to be accurate, Zenkul may suspend the Account under Clause 21, withhold activation, or terminate under Clause 22, without liability. The Subscriber must notify Zenkul within fifteen (15) days of any change to information previously furnished.

3.5 Self-registration and provisional access. Where a Subscriber registers through the self-service organisation sign-up flow, access may be provisional and limited until verification is complete and a Subscription is activated. Zenkul is under no obligation to activate any Account.

3.6 Account credentials. The Subscriber is responsible for the confidentiality of all credentials issued under its Account, for all activity conducted using those credentials, and for ensuring that credentials are not shared, sold, or used by any person other than the Authorised User to whom they were issued. The Subscriber must notify Zenkul immediately at support@zenkul.com on becoming aware of any actual or suspected unauthorised access. Zenkul is not liable for any loss arising before it receives such notice.

3.7 Administrator authority. Any person holding an administrator or organisation-administrator role under the Subscriber's Account is deemed authorised by the Subscriber to act on its behalf on the Platform, including to create and delete Schools, create and modify roles and permissions, add and remove Authorised Users, configure fee structures, initiate bulk data imports, export Institutional Data, and accept updated terms. The Subscriber is bound by all such acts.

4. Subscription, Seats, Fees and Taxes

4.1 Subscription model. Access to the Platform is licensed on a subscription basis. Subscription Fees are computed **per Billable User per Billing Period**. A Billable User is a Student, a teacher, or a member of the School's administrative, finance, transport or support staff. **Parents and guardians are not billable** and may be created without limit, subject to fair use and Clause 8.1(j).

4.2 Seat computation. Seats are computed in accordance with Schedule E on the basis of Billable Users. A person is counted **once**, in one School, irrespective of the number of classes, sections, subjects, classrooms or roles they are enrolled in or assigned to. A person who is both a Student and a member of staff is counted once.

4.3 School limits. A Subscription Plan may limit the number of Schools that may be provisioned under an Account. Zenkul may prevent the creation of additional Schools once that limit is reached until the Subscription Plan is upgraded.

4.4 Invoicing and payment. Zenkul will issue a **Tax Invoice** for each Billing Period, containing all particulars required under Rule 46 of the Central Goods and Services Tax Rules, 2017, including Zenkul's GSTIN, the Subscriber's name, address and GSTIN (where the Subscriber is registered), the applicable service accounting code, the taxable value, the rate and amount of each component of GST, and the place of supply. Subscription Fees are payable in advance unless otherwise agreed, and in any event within forty-five (45) days of the invoice date in accordance with Clause 4.6. All amounts are stated in Indian Rupees.

4.4A GSTIN of the Subscriber. The Subscriber must furnish its correct GSTIN and registered address at the time of registration, and must notify Zenkul of any change within seven (7) days. **Where the Subscriber fails to furnish a valid GSTIN, or furnishes an incorrect one, Zenkul will invoice the Subscriber as an unregistered recipient, and the Subscriber will not be able to claim input tax credit. Zenkul is not obliged to revise or re-issue an invoice on account of the Subscriber's failure, and any amendment made at the Subscriber's request is subject to the time limits prescribed under the CGST Act, after which no amendment is possible.**

4.5 Goods and Services Tax

(a) **Zenkul is registered under the CGST Act with GSTIN 09EQQPK0683D1ZJ** as a regular taxpayer in the State of Uttar Pradesh, with effect from 20 June 2026.

(b) All Subscription Fees and other charges stated in these Terms, in any Subscription Plan, quotation, order form or price list are **exclusive of GST**, unless expressly stated to be inclusive. GST at the applicable rate (currently eighteen per cent (18%)) is payable by the Subscriber in addition.

(c) **Place of supply.** The place of supply is determined under Section 12 of the Integrated Goods and Services Tax Act, 2017. Where the Subscriber is located in Uttar Pradesh, Zenkul will charge CGST and SGST. Where the Subscriber is located outside Uttar Pradesh, Zenkul will charge IGST. The Subscriber's location will be taken as the address associated with its GSTIN or, if unregistered, the address recorded on the Account.

(d) **Change in rate or law.** If the rate of GST, the classification of the supply, or any tax law changes, the revised amount applies to all invoices raised on or after the effective date of the change, without further notice and without constituting a price revision under Clause 4.10.

(e) **Other taxes.** All other taxes, levies, cesses, duties and charges, present or future, in respect of the Subscription are payable by the Subscriber.

(f) **Withholding tax.** Where the Subscriber is required to deduct tax at source, it must deduct at the prescribed rate on the taxable value excluding GST, remit it within the statutory timeline, and furnish Form 16A within thirty (30) days of the due date for filing the relevant TDS return. Failing timely furnishing of the certificate, the deducted amount becomes immediately payable to Zenkul.

(g) **No tax advice.** Zenkul does not advise the Subscriber on its own tax position. **The Subscriber acknowledges that it is responsible for determining its own entitlement to input tax credit, and that an educational institution making exempt supplies may not be entitled to credit of the GST charged by Zenkul.** The Subscriber must obtain its own professional advice.

(h) **Subscriber's own GST position on school fees.** Clause 11.9 applies. Zenkul gives no opinion on, and accepts no responsibility for, the GST treatment of fees, transport charges or any other amount collected by the Subscriber from Students or Parents.

STATUTORY PAYMENT TERMS

4.6 Late payment — MSMED Act. Zenkul is a registered Micro Enterprise. In accordance with Sections 15 and 16 of the MSMED Act, the Subscriber shall pay every invoice within **forty-five (45) days** of the appointed day, and on any delay shall be liable to pay **compound interest, with monthly rests, at three times the bank rate notified by the Reserve Bank of India**, from the due date until actual payment. This is in addition to Zenkul's rights of suspension and termination, and Zenkul may refer any unpaid amount to the Micro and Small Enterprises Facilitation Council under Section 18 of the MSMED Act.

4.7 Grace Period and suspension. On expiry of a Billing Period without payment, the Subscription may enter a Grace Period. On expiry of the Grace Period without payment, the Account may enter a payment-required or suspended state, in which access to the Platform may be restricted or blocked in accordance with Clause 21 and Schedule E.

4.8 No refunds. Except where expressly required by Applicable Law or expressly agreed in writing, Subscription Fees once paid are **non-refundable**, including on early termination, on reduction of Seats mid-Billing-Period, on non-use of the Platform, and on suspension or termination for the Subscriber's breach.

4.9 Upgrades and seat additions. Additional Seats or a Plan upgrade take effect on payment of the applicable differential, which may be charged on a pro-rated basis for the remainder of the then-current Billing Period.

4.10 Price revision. Zenkul may revise Subscription Fees on not less than thirty (30) days' prior written notice, effective from the commencement of the next Billing Period. If the Subscriber does not accept the revision, its sole remedy is to terminate under Clause 22.3 before the revision takes effect.

4.11 Offline payment. Where the Subscriber pays by bank transfer, cheque or other offline instrument, activation is conditional on Zenkul's verification and reconciliation of the payment, and Zenkul may require supporting evidence of remittance.

4.12 Separateness from school fees. Subscription Fees payable by the Subscriber to Zenkul are entirely distinct from fees payable by Students and Parents to the Subscriber. Zenkul has no claim on school fees, and non-collection of school fees by the Subscriber is not a defence to payment of Subscription Fees.

4.13 Trial Period. Zenkul may offer a Trial Period of **seven (7) days** from activation. During the Trial Period the Platform is provided free of charge, "as is", with

no service level commitment and no support commitment. Zenkul may limit Modules, Seats, Schools or storage during a Trial Period. On expiry of the Trial Period, access is suspended unless a paid Subscription has been activated. **Institutional Data uploaded during an unconverted Trial Period is retained for thirty (30) days after expiry and is then permanently deleted.** The Subscriber must export any data it wishes to keep within that period. Zenkul may withdraw or refuse a Trial Period to any person at its discretion, and may limit each Subscriber to one Trial Period.

5. Access, Tenancy and Role-Based Access Control

5.1 Tenancy structure. The Platform is organised as Organisation → School → Authorised User. Institutional Data is scoped to the Subscriber's Account and, within it, to individual Schools. The Subscriber is responsible for maintaining correct scoping of its own Schools and users.

5.2 Roles and permissions. The Platform provides role-based access control. Zenkul provides default role templates as a convenience only. **The Subscriber is solely responsible for determining which roles, permissions and permission overrides are appropriate for each Authorised User, and for reviewing them periodically.** Zenkul does not warrant that any default role template is appropriate for the Subscriber's governance, statutory or internal-control requirements.

5.3 Consequences of over-permissioning. The Subscriber acknowledges that granting broad permissions — including administrative, financial, examination, staff-record or student-record permissions — enables the recipient to view, alter, export and delete Institutional Data. Zenkul is not liable for any loss arising from permissions granted, retained or not revoked by the Subscriber.

5.4 Deprovisioning. The Subscriber must promptly revoke access for any Authorised User who ceases to be entitled to it, including on resignation, termination of employment, transfer, withdrawal of a Student, or termination of a Parent's guardianship relationship.

5.5 Zenkul administrative access. Zenkul personnel may access the Subscriber's environment only (a) to provide support requested by the Subscriber; (b) to investigate a security incident or suspected breach of these Terms; (c) to perform maintenance, migration or recovery; or (d) where required by Applicable Law. Such access is logged, restricted to personnel with a need to know, and subject to Clause 13.

5.6 No circumvention. The Subscriber must not, and must ensure its Authorised Users do not, attempt to access any data, School, organisation or Account other than its own, bypass any access control, escalate privileges, or probe, scan or test the vulnerability of the Platform without Zenkul's prior written authorisation.

6. Subscriber Obligations

6.1 The Subscriber shall, at its own cost:

- (a) **hold and maintain** all registrations, recognitions, affiliations, licences and approvals required to operate its Schools, and comply with the requirements of every board, university, State education department and other authority to which it is subject;
- (b) **ensure lawfulness of data** — that it has a valid legal basis, and where required a valid and verifiable consent, for every item of Personal Data it uploads to, generates on, or instructs Zenkul to process through the Platform;
- (c) **issue notices** to Students, Parents and staff as required under the Digital Personal Data Protection Act, 2023 and any other Applicable Law, and obtain verifiable parental consent where required under Clause 10;
- (d) **ensure accuracy** of all Institutional Data, including student identity and enrolment records, guardian linkages, fee structures, fee amounts, attendance records, examination marks, salary structures and transport assignments;
- (e) **maintain independent records** of every statutory and financial record required by law to be maintained, and not rely on the Platform as its sole record of any such matter;
- (f) **verify all financial output** — including invoices, fee computations, discounts, penalties, late fees, refunds, salary computations and reports — before issuing, acting on, or relying on it;
- (g) **train its Authorised Users** in the correct and lawful use of the Platform;
- (h) **enforce acceptable use** among its Authorised Users and take prompt action on any breach;
- (i) **secure its own environment**, including the devices, networks, browsers and email accounts through which the Platform is accessed;
- (j) **respond to Data Principals** — including requests for access, correction, erasure and grievance redressal from Students, Parents and staff — as the Data Fiduciary, with Zenkul providing reasonable assistance under Schedule B;
- (k) **not use the Platform** for any purpose listed in Annexure I; and
- (l) **notify Zenkul promptly** of any regulatory notice, enquiry, order, investigation, claim or legal proceeding relating to the Subscriber's use of the Platform.

6.2 Responsibility for Authorised Users. The Subscriber is responsible for every act and omission of its Authorised Users on the Platform as though they were its own, and shall ensure that each Authorised User complies with these Terms and with the Zenkul End-User Terms of Use.

6.3 Content responsibility. The Subscriber is solely responsible for all Content uploaded, posted, transmitted or generated under its Account, including announcements, messages, chat content, teaching materials, assignments, question papers, uploaded documents, images and recordings, and for ensuring that such Content is lawful, accurate, non-infringing, non-defamatory, age-appropriate and free of malicious code.

7. Authorised User Accounts — Staff, Students and Parents

7.1 Provisioning. Authorised User accounts are created by the Subscriber's administrators, by bulk import, or automatically by the Platform as a consequence of the Subscriber's own actions (for example, provisioning a parent portal account when a guardian is linked to a Student). The Subscriber directs and is responsible for all such provisioning.

7.2 Credential delivery. Where the Platform transmits credentials, invitation links or password-reset links by email or other channel, the Subscriber is responsible for the accuracy of the destination address and for advising recipients to change temporary credentials on first use.

7.3 Student accounts. Where the Subscriber provisions accounts for Students who are Children, Clause 10 applies in full, and the Subscriber must have obtained verifiable parental consent before such provisioning.

GUARDIANSHIP — CRITICAL

7.4 Parent accounts and guardianship. The Subscriber is solely responsible for the accuracy of guardian records and the linkage between a guardian and a Student, and for updating those records where custody, guardianship or contact authority changes. **Zenkul discloses that a person linked as a guardian on the Platform can view that Student's academic, attendance, fee, transport and communication records.** Zenkul has no means of independently verifying any guardianship claim and accepts no liability for disclosure to a person incorrectly linked by the Subscriber. Where custody is disputed or restricted by a court order, the Subscriber must configure linkages accordingly.

7.5 Staff accounts. The Subscriber alone determines the employment relationship, terms and remuneration of its staff. The presence of salary structures, salary payments, attendance or payroll data on the Platform does not make Zenkul an employer, paymaster or agent of the Subscriber.

7.6 Individual undertaking. Each Authorised User accessing the Platform does so subject to these Terms and to the Zenkul End-User Terms of Use, and must not share

credentials, impersonate any person, or access data beyond their assigned permissions.

8. Acceptable Use and Prohibited Conduct

8.1 The Subscriber shall not, and shall ensure that no Authorised User shall, directly or indirectly:

- (a) use the Platform for any unlawful purpose or in violation of any Applicable Law;
- (b) upload, store or transmit any Content that is obscene, sexually explicit, defamatory, harassing, threatening, hateful, discriminatory, or that endangers or exploits a Child;
- (c) upload any virus, worm, trojan, ransomware, or other malicious code, or any file designed to disrupt, damage or gain unauthorised access to the Platform;
- (d) copy, reproduce, modify, translate, adapt, decompile, disassemble or reverse engineer the Platform or any part of it, or attempt to derive its source code, architecture, algorithms or data models;
- (e) create any derivative work of, or any product or service competing with, the Platform;
- (f) rent, lease, resell, sublicense, distribute, time-share, or provide the Platform as a service bureau to any third party, or permit access by any person who is not an Authorised User;
- (g) use the Platform to conduct benchmarking, competitive analysis or performance testing, or publish any such results, without Zenkul's prior written consent;
- (h) remove, obscure or alter any proprietary notice, trade mark, watermark or attribution on the Platform;
- (i) use any robot, scraper, crawler, bot or automated means to access, extract or index the Platform, other than through APIs expressly made available by Zenkul and in accordance with their documented limits;
- (j) impose an unreasonable or disproportionate load on the Platform's infrastructure, or circumvent any rate limit, quota, storage limit or Seat limit;
- (k) use Institutional Data — in particular Personal Data of Students, Parents or staff — for direct marketing, advertising, profiling for commercial purposes, sale, or transfer to any third party, other than as strictly necessary for the operation of the School and as permitted by Applicable Law;
- (l) use the Platform to track, monitor or profile a Child other than for legitimate educational and safety purposes expressly authorised under Clause 10 and

Applicable Law;

(m) use the Platform for any activity listed in Annexure I or prohibited by the Zenkul Acceptable Use Policy; or

(n) permit any of the foregoing.

8.2 Enforcement. Zenkul may investigate any suspected breach of this Clause and may remove or disable access to offending Content, suspend the relevant Authorised User or the Account, and report the matter to law enforcement or any regulator. Zenkul will use reasonable efforts to notify the Subscriber, except where notification would prejudice an investigation or is prohibited by law.

9. Data Protection and Privacy

9.1 Allocation of roles. In respect of Personal Data processed on the Platform:

(a) the **Subscriber is the Data Fiduciary**. It determines the purposes and means of processing Personal Data of its Students, Parents and staff, and bears the obligations of a Data Fiduciary under the Digital Personal Data Protection Act, 2023, including issuing notice, obtaining and managing consent, responding to Data Principal requests, and giving effect to erasure obligations;

(b) **Zenkul is a Data Processor**. Zenkul processes Personal Data only on documented instructions from the Subscriber, which are constituted by these Terms, the Subscriber's configuration of the Platform, and the actions of its Authorised Users;

(c) in respect of the Subscriber's own account, billing and contractual Personal Data, **Zenkul acts as a Data Fiduciary** and processes such data under the Zenkul Privacy Policy.

9.2 Processing terms. The parties' obligations in relation to processing are set out in Schedule B (Data Processing Terms), which forms part of these Terms.

9.3 Purpose limitation. Zenkul shall not use Institutional Data for any purpose other than providing, securing, supporting, maintaining and improving the Services to the Subscriber, and complying with Applicable Law.

9.4 No sale of data. Zenkul does not sell, rent or trade Institutional Data, and does not disclose Institutional Data to any third party for that third party's own marketing or advertising purposes.

9.5 No model training on Institutional Data. Zenkul shall not use Institutional Data to train, fine-tune or otherwise develop any generally available artificial intelligence or machine learning model. Where an AI feature is used, Schedule A8 applies.

9.6 Platform Data. Zenkul may generate, retain and use Platform Data — aggregated and de-identified statistics that do not identify any Subscriber, School or Data Principal — for capacity planning, product improvement, security analytics and the production of anonymised benchmarks and reports. Platform Data is not Institutional Data.

9.7 Hosting and data localisation. The Platform is hosted on Amazon Web Services (Amazon ECS and associated AWS services) in the **Asia Pacific (Mumbai) ap-south-1 region, India**, and Institutional Data is stored at rest in India. The real-time audio-video infrastructure used for live classes is **self-hosted by Zenkul on the same Indian infrastructure** and is not operated by any third party. Certain limited sub-processors identified in Schedule F process defined categories of data outside India. Zenkul will not otherwise transfer Institutional Data outside India.

9.8 Sub-processors. Zenkul engages the sub-processors listed in Schedule F and may appoint others on not less than thirty (30) days' notice, in accordance with Clause B7.

9.9 Breach notification. Zenkul shall notify the Subscriber without undue delay and in any event within seventy-two (72) hours of becoming aware of a personal data breach affecting the Subscriber's Institutional Data, with such particulars as are then available, and shall cooperate with the Subscriber in making any notification the Subscriber is required to make to the Data Protection Board of India or to affected Data Principals. **The obligation to notify a regulator or a Data Principal rests on the Subscriber as Data Fiduciary.**

9.10 Subscriber-side breach. The Subscriber shall notify Zenkul within twenty-four (24) hours of becoming aware of any compromise of credentials, unauthorised access, or data breach originating within the Subscriber's environment that affects or may affect the Platform.

10. Children's Data and Parental Consent

10.1 Acknowledgement. The parties acknowledge that the substantial majority of Data Principals whose Personal Data is processed on the Platform are Children, and that such data attracts heightened protection under the Digital Personal Data Protection Act, 2023.

CONSENT SITS WITH THE SUBSCRIBER

10.2 Verifiable parental consent. Before uploading, generating or causing the processing of any Personal Data of a Child on the Platform, the Subscriber must obtain **verifiable consent** from that Child's parent or lawful guardian in the manner required by Applicable Law, and must retain evidence of that consent for as long as the data is processed and for the period required by law thereafter. **This obligation rests wholly on the Subscriber. Zenkul does not, and has no means to, obtain or verify parental consent.**

10.3 Age verification. The Subscriber must apply appropriate measures to verify the age of Students and to identify which Students are Children.

10.4 Permitted processing. Personal Data of Children may be processed on the Platform only for legitimate educational, administrative, safety and statutory purposes, including enrolment, teaching, assessment, attendance, fee administration, transport safety, health and safety, communication with parents, and compliance with board and regulatory requirements.

10.5 Prohibited processing. The Subscriber shall not, and shall configure the Platform so as not to, use the Platform to:

- (a) undertake behavioural monitoring or tracking of a Child other than for the educational and safety purposes described in Clause 10.4;
- (b) undertake targeted advertising directed at a Child;
- (c) profile a Child for any commercial purpose; or
- (d) undertake any processing that is likely to cause a detrimental effect on the well-being of a Child.

10.6 Assessment and progress features. The Subscriber acknowledges that features which record ratings, topic mastery, progress indicators and comparative performance involve evaluation of a Child. The Subscriber is responsible for ensuring that such evaluation is fair, is used only for educational purposes, is communicated appropriately, is not used in a manner that stigmatises or discriminates, and is not disclosed to any person other than the Child, their Parent, and staff with a legitimate educational need.

10.7 Communication features. Where the Subscriber enables chat, messaging or live class features involving Children, the Subscriber must implement appropriate supervision, moderation and safeguarding measures, must inform Parents that such features are enabled, and must be capable of responding to any safeguarding concern. **Zenkul does not moderate the content of communications between Authorised Users.**

10.8 Transport and location. Where the Subscriber uses the transport Module, it acknowledges that route and stop assignment records reveal information about where

a Child boards and alights. The Subscriber must restrict access to Transport Data to personnel with a genuine operational or safety need.

10.9 Artificial intelligence features. AI features are **disabled by default for Authorised Users who are Children**. The Subscriber may enable them only after obtaining specific verifiable parental consent that expressly identifies the third-party AI provider, and remains responsible for supervision of their use. Schedule A8 applies in full.

10.10 Erasure. On a lawful request for erasure of a Child's Personal Data, or on the Child ceasing to be enrolled and the expiry of any statutory retention period, the Subscriber must instruct Zenkul in accordance with Annexure II, and Zenkul shall give effect to that instruction.

10.11 Indemnity. The Subscriber shall indemnify Zenkul in respect of any claim, penalty or proceeding arising from the Subscriber's failure to obtain verifiable parental consent or to comply with this Clause 10, in accordance with Clause 20.

11. School Fee Collection and Third-Party Payment Facilitation

ZENKUL NEVER HOLDS SCHOOL FEES

11.1 Zenkul is not the payee and does not hold funds. Where the Platform is used to collect school fees from Students or Parents, payment is made **to the Subscriber or the relevant School through a Payment Partner directly into an account maintained in the name of the Subscriber or the School**. Zenkul does not receive, hold, control, pool, escrow or settle school fee monies at any time. Zenkul's role is limited to generating the payment instruction, presenting the payment interface, and recording the outcome reported by the Payment Partner.

11.2 Payment Partner relationship. The Subscriber's use of any Payment Partner is governed by a **separate agreement between the Subscriber and that Payment Partner**. The Subscriber is responsible for onboarding with the Payment Partner, completing its KYC, maintaining its linked or settlement account in good standing, and complying with that Payment Partner's terms. Zenkul is not a party to that agreement and gives no warranty in respect of it.

11.3 Availability of payment functions. Online fee collection is available only while the relevant Payment Partner account is active, verified and in good standing. Zenkul is not liable for any inability to collect fees arising from the Payment Partner's onboarding requirements, verification delays, risk decisions, suspensions, downtime, settlement cycles, or termination of the Subscriber's account.

11.4 Settlement, chargebacks and disputes. Settlement timelines, transaction charges, chargebacks, refunds, reversals and disputes are matters between the Subscriber, the payer and the Payment Partner. Zenkul has no role in and no liability for any of them.

11.5 Platform fee. Where a platform fee, convenience fee or transaction charge is configured to be deducted from or added to a fee transaction, the Subscriber is responsible for ensuring that such charge is lawful, is disclosed to the payer, and complies with the requirements of the Payment Partner, the card networks and Applicable Law.

11.6 Fee computation is the Subscriber's. All fee structures, fee categories, amounts, instalment schedules, discounts, concessions, penalties, late-fee rules, overrides and adjustments are configured by the Subscriber. The Platform computes invoices from that configuration. **The Subscriber must verify each fee computation before issuing an invoice or collecting any amount.** Zenkul is not liable for over-collection, under-collection, an incorrect penalty, an incorrect discount, or a misapplied late fee arising from the Subscriber's configuration.

11.7 Late fees. Where the Subscriber configures automatic late-fee accrual, the Subscriber warrants that the late fee is lawful, is proportionate, is disclosed in advance to Parents, and complies with any applicable fee-regulation statute, State fee-regulatory committee direction or judicial order applicable to it.

11.8 Offline and manual payments. Where a payment is recorded manually or approved through an offline payment request, the Subscriber is solely responsible for verifying that the payment was actually received in its account before approving the record. Zenkul does not verify offline receipts.

11.9 Receipts, invoices and tax. The Subscriber is solely responsible for the content, statutory validity, numbering, tax treatment and issuance of every fee invoice and receipt generated through the Platform, and for all tax filings and remittances arising from fee collection.

11.10 Refunds to payers. Any refund of school fees is a matter between the Subscriber and the payer, and must be effected by the Subscriber through the Payment Partner or otherwise. Zenkul does not process fee refunds.

11.11 Reconciliation. The Subscriber must reconcile its Platform fee records against its bank and Payment Partner statements at regular intervals not exceeding seven (7) days, and must notify Zenkul of any discrepancy within fifteen (15) days of the transaction date. Zenkul is under no obligation to investigate a discrepancy notified after that period.

12. Intellectual Property

12.1 Zenkul's IP. The Platform, including all software, source code, object code, architecture, data models, database schemas, APIs, user interfaces, designs, workflows and documentation, and the "**Zenkul**" **name, logo and registered trade mark**, is and remains the exclusive property of the Proprietor and its licensors. Nothing in these Terms transfers any ownership interest to the Subscriber.

12.2 Licence to the Subscriber. Subject to payment of Subscription Fees and compliance with these Terms, Zenkul grants the Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence, for the term of the Subscription, to access and use the Platform in India solely for the internal administration of the Subscriber's own Schools.

12.3 Subscriber's IP and Institutional Data. The Subscriber retains all right, title and interest in Institutional Data and in its own name, logos and marks. The Subscriber grants Zenkul a non-exclusive, royalty-free licence to host, store, reproduce, transmit, display, adapt and process Institutional Data **solely** to the extent necessary to provide, secure and support the Services, and to comply with Applicable Law. This licence terminates on deletion of the Institutional Data in accordance with Annexure II.

12.4 Use of name and logo. The Subscriber grants Zenkul the right to display the Subscriber's name and logo within the Subscriber's own Platform environment and in generated documents. Zenkul may identify the Subscriber as a customer in its marketing materials only with the Subscriber's prior written consent, which may be withdrawn on thirty (30) days' notice.

12.5 Feedback. Any suggestion, enhancement request, recommendation or feedback provided by the Subscriber or any Authorised User may be used by Zenkul freely and without restriction, attribution or compensation, and Zenkul shall own all intellectual property in any resulting improvement.

12.6 No registration of confusingly similar marks. The Subscriber shall not register, or attempt to register, any domain name, trade mark, business name or social media handle that incorporates or is confusingly similar to any Zenkul mark.

12.7 Third-party content. The Subscriber is responsible for obtaining all rights, licences and permissions necessary for any third-party content — including textbooks, question banks, images, videos, fonts and software — that it uploads to or uses on the Platform.

12.8 Survival. Clauses 12.1, 12.5 and 12.6 survive termination.

13. Confidentiality

13.1 Definition. "Confidential Information" means any non-public information disclosed by one party to the other, in any form, that is designated confidential or that a reasonable person would understand to be confidential, including the Platform's architecture and non-public features, pricing and commercial terms, security measures, Institutional Data, business plans, and the terms of any order form.

13.2 Obligations. The receiving party shall (a) use the Confidential Information solely to perform its obligations and exercise its rights under these Terms; (b) protect it with not less than reasonable care and in any event no less care than it applies to its own confidential information; and (c) disclose it only to those of its personnel, professional advisers and sub-processors who need to know it and who are bound by confidentiality obligations no less protective than these.

13.3 Exceptions. These obligations do not apply to information that (a) is or becomes public other than through breach of this Clause; (b) was lawfully known to the receiving party before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed without reference to the Confidential Information.

13.4 Compelled disclosure. A party may disclose Confidential Information to the extent required by Applicable Law, court order or regulatory direction, provided it gives the other party prompt written notice where lawful, and discloses only the minimum required.

13.5 Duration. These obligations continue for the term and for three (3) years after termination, and **indefinitely** in respect of Personal Data and any information constituting a trade secret.

13.6 Equitable relief. Each party acknowledges that damages may be an inadequate remedy for breach of this Clause, and that the disclosing party is entitled to seek injunctive relief without proving actual damage and without furnishing security.

14. Service Availability, Support and Maintenance

14.1 Availability target. Zenkul will use commercially reasonable efforts to make the Platform available in accordance with Schedule C (Service Levels and Support).

14.2 Scheduled maintenance. Zenkul may perform scheduled maintenance, and will use reasonable efforts to (a) schedule it outside Indian school hours, and (b) give not less than forty-eight (48) hours' notice, except for emergency maintenance required to address a security or stability risk.

14.3 Exclusions. Service level commitments do not apply to unavailability caused by: the Subscriber's own network, device or configuration; the Subscriber's breach of these

Terms; suspension under Clause 21; a Force Majeure event; failure or degradation of any third-party service, including a Payment Partner, hosting provider, email provider or AI provider; beta features; or the Subscriber's failure to apply a required update.

14.4 Support. Support is provided in accordance with Schedule C through support@zenkul.com and such other channels as Zenkul may notify.

14.5 Backups. Zenkul maintains backups of Institutional Data in accordance with Schedule D. Backups are a disaster-recovery measure for the Platform as a whole and are **not** a substitute for the Subscriber's own record-keeping. Zenkul does not guarantee point-in-time restoration of individual records deleted or altered by the Subscriber's own Authorised Users.

14.6 The Subscriber's continuity obligation. The Subscriber must maintain its own independent copies of records required for statutory, examination, financial or audit purposes, and must periodically export Institutional Data using the export functions provided.

15. Security

15.1 Zenkul's measures. Zenkul implements and maintains reasonable administrative, technical, physical and organisational security measures designed to protect Institutional Data against unauthorised access, disclosure, alteration and destruction, as described in Schedule D. These include encryption of designated sensitive fields at rest, encryption in transit, role-based access control, audit logging, and access restricted on a need-to-know basis.

ENCRYPTION — STATED LIMITS

15.2 The Subscriber acknowledges and shall inform its Authorised Users that:

- (a) messaging and chat content stored on the Platform is encrypted at rest using keys held by Zenkul. **It is not end-to-end encrypted.** Zenkul retains the technical ability to decrypt such content, and will do so only as permitted under Clause 5.5 or as required by Applicable Law;
- (b) optional transport-layer payload encryption, where enabled, protects data in transit between the client and the Platform and does not alter the position in (a);
- (c) no security measure is impenetrable, and Zenkul does not warrant that the Platform cannot be compromised.

15.3 Sensitive identifiers. Where the Platform stores Aadhaar numbers, bank account numbers or similar sensitive identifiers, those fields are encrypted at rest. **The Subscriber must satisfy itself that its collection, storage and use of Aadhaar numbers complies with the Aadhaar Act, 2016 and every**

direction issued by the Unique Identification Authority of India, and must not collect any Aadhaar number without a lawful basis. Zenkul provides the storage capability; the lawfulness of collection is the Subscriber's responsibility.

15.4 Subscriber's measures. The Subscriber shall maintain security measures appropriate to its environment, including strong and unique passwords, prompt deprovisioning, device security, protection of official email accounts used for password recovery, and staff security awareness.

15.5 Vulnerability reporting. Any suspected vulnerability must be reported to support@zenkul.com and must not be publicly disclosed until Zenkul has had a reasonable opportunity to remediate it. Testing of the Platform's security without Zenkul's prior written authorisation is prohibited.

16. Third-Party Services and Integrations

16.1 The Platform integrates with third-party services in order to deliver certain Modules, including payment services, cloud hosting and storage, transactional email delivery, and artificial intelligence services. Those services are listed in Schedule F.

16.2 Third-party services are governed by their own terms and privacy policies. Zenkul does not control them and gives no warranty as to their availability, accuracy, security or continuity.

16.3 Zenkul may substitute a third-party provider with a functionally comparable alternative, and will notify the Subscriber where the substitution materially affects the processing of Institutional Data.

16.4 Where the Subscriber independently connects any third-party application to the Platform, it does so at its own risk and is responsible for the data that application accesses.

17. Representations and Warranties

17.1 Mutual. Each party represents and warrants that it is duly constituted, has full power and authority to enter into and perform these Terms, and that these Terms constitute its legal, valid and binding obligation.

17.2 Subscriber's warranties. The Subscriber represents, warrants and undertakes on a continuing basis that:

- (a) it is lawfully constituted and holds every recognition, affiliation, licence and approval required to operate its Schools;
- (b) all information furnished to Zenkul is true, accurate, complete and not misleading;

- (c) it has a lawful basis and, where required, valid and verifiable consent — including verifiable parental consent under Clause 10 — for all Personal Data it processes through the Platform;
- (d) it has issued all notices required under Applicable Law to Students, Parents and staff;
- (e) its use of the Platform will not infringe any intellectual property right or other right of any third party;
- (f) it will not use the Platform for any purpose in Annexure I;
- (g) it is not the subject of, and no person controlling it is the subject of, any sanction, debarment or prohibition that would make the provision of the Services unlawful;
- (h) it will comply with all Applicable Law, including in relation to fee regulation, child protection, employment, data protection and taxation; and
- (i) it will not misrepresent Zenkul's role, in particular by representing to any Student, Parent, regulator or third party that Zenkul is responsible for the Subscriber's academic, financial or administrative decisions, or that Zenkul holds or is liable for school fee monies.

17.3 Zenkul's warranties. Zenkul warrants that (a) it will provide the Services with reasonable skill and care and in a professional manner; (b) it will comply with Applicable Law in its provision of the Services; and (c) it will maintain the security measures described in Schedule D.

18. Disclaimers

18.1 Except as expressly stated in Clause 17.3, **the Platform is provided "as is" and "as available"**, and Zenkul disclaims all other warranties, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, accuracy or uninterrupted operation, to the fullest extent permitted by Applicable Law.

18.2 Zenkul does not warrant that:

- (a) the Platform will be uninterrupted, timely, secure or error-free;
- (b) all defects will be corrected;
- (c) the Platform will meet the Subscriber's specific requirements, or the requirements of any board, university, regulator or authority to which the Subscriber is subject;
- (d) any computation, report, analysis, projection, ranking, rating or recommendation produced by the Platform is accurate, complete or fit for any decision; or

(e) any Content generated by an artificial intelligence feature is accurate, current, appropriate or suitable for educational use.

18.3 No professional advice. Nothing on the Platform constitutes legal, tax, accounting, financial, medical, psychological or educational advice. The Subscriber must obtain independent professional advice before acting on any output.

18.4 No responsibility for user Content. Zenkul does not pre-screen, moderate, verify or endorse Content uploaded or transmitted by Authorised Users, including announcements, chat messages, live-class content, teaching material or submissions. Zenkul acts as an intermediary in respect of such Content and claims the protections available to an intermediary under Applicable Law.

18.5 Third-party acts. Zenkul is not responsible for the acts or omissions of any Payment Partner, Authorised User, Parent, Student, staff member, third-party provider or any other person outside its reasonable control.

19. Limitation of Liability

LIABILITY CAP

19.1 Cap. Subject to Clause 19.3, the aggregate liability of Zenkul and of the Proprietor to the Subscriber arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not in any event exceed the total Subscription Fees actually received from the Subscriber in the **three (3) months** immediately preceding the first event giving rise to the claim, **or ₹1,00,000 (Rupees One Lakh only), whichever is lower.**

19.2 Excluded losses. Zenkul shall not be liable for any indirect, incidental, special, punitive, exemplary or consequential loss, or for any loss of profit, revenue, anticipated saving, goodwill, reputation, business opportunity, admission, accreditation or recognition, or for any loss or corruption of data (save to the extent caused by Zenkul's breach of Clause 15 and Schedule D), in each case whether or not foreseeable and whether or not Zenkul was advised of the possibility.

19.3 Unlimited liability. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot be excluded or limited under Applicable Law.

19.4 Subscriber's payment obligation unaffected. The limitations in this Clause do not limit the Subscriber's obligation to pay Subscription Fees, or the Subscriber's liability under Clause 20.

19.5 Basis of the bargain. The Subscriber acknowledges that the Subscription Fees have been set on the basis of the allocation of risk in Clauses 18, 19 and 20, and that

Zenkul would not enter into these Terms on any other basis.

19.6 Time limit. No claim may be brought against Zenkul more than twelve (12) months after the Subscriber first became aware, or ought reasonably to have become aware, of the circumstances giving rise to it.

20. Indemnification

20.1 By the Subscriber. The Subscriber shall indemnify, defend and hold harmless Zenkul, the Proprietor, and their personnel and agents against all claims, demands, actions, proceedings, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) the Subscriber's breach of these Terms, of Annexure I, or of Applicable Law;
- (b) any Institutional Data, including any claim that it is unlawful, inaccurate, infringing or defamatory;
- (c) the Subscriber's failure to obtain a lawful basis or valid consent, including verifiable parental consent under Clause 10;
- (d) any claim by a Student, Parent, staff member, employee, board, regulator or authority relating to the Subscriber's academic, disciplinary, admission, examination, employment, fee or transport decisions;
- (e) any dispute concerning school fees, fee amounts, fee refunds, penalties, discounts, receipts or the collection of fees;
- (f) any act or omission of an Authorised User;
- (g) any claim relating to the Subscriber's guardianship records, including disclosure of a Student's data to a person incorrectly linked as a guardian;
- (h) any claim relating to the transport of any person; and
- (i) any tax, duty or levy for which the Subscriber is responsible.

20.2 By Zenkul. Zenkul shall indemnify, defend and hold harmless the Subscriber against any third-party claim that the Platform, when used in accordance with these Terms, infringes that third party's Indian intellectual property rights. This indemnity does not apply to any claim arising from Institutional Data, from modification of the Platform by any person other than Zenkul, from combination of the Platform with anything not supplied by Zenkul, or from use of the Platform in breach of these Terms.

20.3 Procedure. The indemnified party shall (a) promptly notify the indemnifying party of the claim; (b) give the indemnifying party sole control of the defence and settlement, provided no settlement imposing a non-indemnified obligation is made without consent; and (c) provide reasonable cooperation at the indemnifying party's cost.

20.4 Zenkul's remedies for an infringement claim. If the Platform becomes, or in Zenkul's opinion is likely to become, the subject of an infringement claim, Zenkul may at its option procure the right to continue use, modify or replace the affected part, or terminate the affected Module or these Terms on notice with a pro-rated refund of prepaid Subscription Fees for the unexpired period. This is the Subscriber's sole and exclusive remedy for infringement.

20.5 This Clause survives termination.

21. Suspension

21.1 Zenkul may suspend the Subscriber's Account, any School, any Module or any Authorised User's access, in whole or in part, immediately and without liability, where:

- (a) Subscription Fees remain unpaid after the expiry of any applicable Grace Period;
- (b) Zenkul reasonably believes there has been a breach of Clause 8 or Annexure I;
- (c) Zenkul reasonably believes there is a security risk to the Platform, to Institutional Data, or to any other subscriber;
- (d) continued provision would, in Zenkul's reasonable opinion, expose Zenkul to legal or regulatory liability;
- (e) Zenkul is directed to do so by a court, regulator or law enforcement authority;
- (f) the Subscriber has furnished false or misleading information; or
- (g) the Account has been dormant, with no Authorised User login, for a continuous period exceeding six (6) months.

21.2 Notice and proportionality. Where practicable, Zenkul will give prior notice and an opportunity to remedy, and will limit suspension to the narrowest scope necessary. Where prior notice is not practicable, Zenkul will notify the Subscriber promptly afterwards.

21.3 Effect. During suspension, Institutional Data is retained but access may be restricted or blocked. Subscription Fees continue to accrue during a suspension imposed for the Subscriber's breach or non-payment.

21.4 Restoration. Access will be restored on the Subscriber remedying the cause of suspension, including payment of all outstanding amounts. No reactivation charge is levied as at the Effective Date.

22. Term, Termination and Data Return

22.1 Term. These Terms commence on the Subscriber's acceptance and continue until terminated in accordance with this Clause.

22.2 Termination by Zenkul for cause. Zenkul may terminate immediately on written notice if the Subscriber (a) commits a material breach that is not remedied within fifteen (15) days of notice; (b) commits a breach incapable of remedy; (c) fails to pay any undisputed amount within thirty (30) days of the due date; (d) becomes insolvent, enters liquidation, has a receiver or resolution professional appointed, or ceases to carry on business; (e) engages in fraud or any unlawful activity; (f) uses the Platform for any purpose in Annexure I; or (g) remains suspended under Clause 21 for more than thirty (30) continuous days.

22.3 Termination for convenience. Either party may terminate for convenience on not less than thirty (30) days' prior written notice, effective at the end of the then-current Billing Period. Termination for convenience by the Subscriber does not entitle it to any refund.

22.4 Termination by the Subscriber for cause. The Subscriber may terminate immediately if Zenkul commits a material breach not remedied within thirty (30) days of notice, in which case Zenkul shall refund Subscription Fees prepaid for the unexpired period.

22.5 Effect of termination. On termination: (a) all licences granted to the Subscriber terminate immediately; (b) all Authorised User access ceases; (c) all outstanding amounts become immediately due; and (d) each party shall return or destroy the other's Confidential Information, subject to Clause 22.6.

22.6 Data export window. For **thirty (30) days** after termination (the "Export Window"), Zenkul will, on the Subscriber's written request and provided all outstanding amounts have been paid, make Institutional Data available for export in a structured, commonly used, machine-readable format, or provide read-only access sufficient for the Subscriber to export it. Zenkul may charge a reasonable fee for assisted export or for export in a bespoke format.

22.7 Deletion. After the Export Window, Zenkul will delete Institutional Data from active systems within thirty (30) days, and from backups in the ordinary course of backup rotation within ninety (90) days, save where retention is required by Applicable Law, is necessary for the establishment or defence of a legal claim, or relates to Platform Data. Deletion is described further in Annexure II.

EXPORT BEFORE YOU LEAVE

22.8 The Subscriber's export obligation. The Subscriber is responsible for exporting all Institutional Data it requires — including statutory, examination, financial and student records — before the end of the Export Window. Zenkul is not liable for any loss arising from the Subscriber's failure to do so.

22.9 Survival. Clauses 1, 4 (in respect of accrued amounts), 9, 12, 13, 17.2, 18, 19, 20, 22.5–22.9, 24, 25, 27 and 28 survive termination.

23. Force Majeure

23.1 Neither party is liable for any failure or delay in performance (other than an obligation to pay money already due) caused by an event beyond its reasonable control, including act of God, flood, earthquake, fire, epidemic or pandemic, war, terrorism, civil unrest, strike, act or order of any government or regulator, change in law, failure of public utilities or telecommunications, internet or cloud infrastructure failure, denial-of-service attack, cyber-attack, or failure of a third-party provider.

23.2 The affected party shall notify the other promptly, use reasonable efforts to mitigate, and resume performance as soon as practicable.

23.3 If a Force Majeure event continues for more than sixty (60) continuous days, either party may terminate on written notice without liability, and Zenkul shall refund Subscription Fees prepaid for the unexpired period.

24. Anti-Bribery, Sanctions and Compliance

24.1 Each party shall comply with the Prevention of Corruption Act, 1988, the Prevention of Money Laundering Act, 2002, and all other applicable anti-bribery, anti-corruption and anti-money-laundering laws, and shall not offer, give, solicit or accept any bribe, kickback, facilitation payment or other improper advantage in connection with these Terms.

24.2 Each party warrants that it is not, and is not owned or controlled by any person who is, subject to any sanction, designation or debarment under Applicable Law.

24.3 Each party shall maintain adequate procedures designed to prevent breach of this Clause, and shall notify the other promptly on becoming aware of any breach.

24.4 Breach of this Clause is a material breach incapable of remedy, entitling the other party to terminate immediately.

25. Grievance Redressal

25.1 In accordance with the Information Technology Act, 2000 and the rules made thereunder, and with the Digital Personal Data Protection Act, 2023, Zenkul has appointed a Grievance Officer:

Mr. Gulshan Kumar

Proprietor and Grievance Officer, Zenkul

Email: support@zenkul.com

Address: Building No. 19, Samspur Road, Chak Neknampur, Salon, District Raebareli, Uttar Pradesh – 229127, India

Hours: Monday to Saturday, 10:00–18:00 IST, excluding public holidays

25.2 Zenkul will acknowledge a grievance within twenty-four (24) hours of receipt and endeavour to resolve it within fifteen (15) days.

25.3 Grievances of Students, Parents and staff. Because the Subscriber is the Data Fiduciary, a Student, Parent or staff member must in the first instance raise any grievance concerning their data with the Subscriber. The Subscriber must maintain its own grievance mechanism and publish the details of its own grievance officer. Where such a grievance is received directly by Zenkul, Zenkul will forward it to the Subscriber and inform the complainant accordingly.

25.4 Nothing in this Clause limits any right of a Data Principal to approach the Data Protection Board of India or any other competent authority.

26. Notices

26.1 Notices to Zenkul must be sent to support@zenkul.com with a copy to the principal place of business address stated above.

26.2 Notices to the Subscriber may be sent to the primary contact email recorded on the Account, or delivered through the Dashboard, and are deemed received on the earlier of actual receipt and twenty-four (24) hours after despatch.

26.3 The Subscriber must keep its contact details current. Zenkul is not responsible for a notice not received because of an out-of-date, inactive or incorrectly filtered address.

26.4 Operational communications — including invoices, service notifications, maintenance notices and security advisories — may be sent by email or in-Dashboard notification.

27. Miscellaneous

27.1 Amendment. Zenkul may amend these Terms. Zenkul will publish the amended Terms and, for a material amendment, will give not less than thirty (30) days' notice by email or in-Dashboard notification. Continued use after the effective date constitutes acceptance. If the Subscriber does not accept a material amendment, its sole remedy is to terminate under Clause 22.3 before the effective date.

27.2 Assignment. The Subscriber may not assign, novate or transfer any right or obligation without Zenkul's prior written consent. Zenkul may assign or novate these Terms to any entity into which the proprietorship business is converted, reconstituted or incorporated, or in connection with a sale of substantially all its assets, on thirty (30) days' notice.

27.3 Relationship. The parties are independent contractors. Nothing creates a partnership, joint venture, agency, franchise or employment relationship, and neither party may bind the other.

27.4 No third-party rights. Except as expressly stated, no person who is not a party has any right to enforce these Terms.

27.5 Waiver. No failure or delay in exercising a right operates as a waiver, and no single or partial exercise precludes any further exercise. A waiver is effective only if in writing.

27.6 Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if that is not possible, severed, and the remaining provisions continue in full force.

27.7 Entire agreement. These Terms, together with all Schedules, Annexures, the Privacy Policy, the End-User Terms of Use, the Acceptable Use Policy and any executed order form, constitute the entire agreement between the parties and supersede all prior discussions, proposals and representations. Nothing limits liability for fraudulent misrepresentation.

27.8 Order of precedence. In the event of conflict: (a) an executed order form signed by both parties; then (b) Schedule B (Data Processing Terms); then (c) the main body of these Terms; then (d) the remaining Schedules and Annexures.

27.9 Language. These Terms are executed in English. Any translation is for convenience only and the English version prevails.

27.10 Electronic execution. These Terms may be accepted electronically, and such acceptance is valid, binding and enforceable under the Information Technology Act, 2000.

28. Governing Law and Dispute Resolution

28.1 These Terms are governed by and construed in accordance with the laws of India.

28.2 Escalation. The parties shall first attempt to resolve any dispute amicably through discussion between senior representatives within thirty (30) days of written notice of dispute.

28.3 Jurisdiction. Subject to Clause 28.4, the **courts at Raebareli, Uttar Pradesh, India** shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, subject to the supervisory jurisdiction of the High Court of Judicature at Allahabad, Lucknow Bench.

28.4 MSMED reference. Any claim by Zenkul in respect of an amount due and unpaid may, at Zenkul's option, be referred to the Micro and Small Enterprises Facilitation Council having jurisdiction under Section 18 of the MSMED Act, and the provisions of that Act shall apply to such reference.

28.5 Interim relief. Nothing prevents either party from seeking urgent interim or injunctive relief from any court of competent jurisdiction.

Schedule A — Module-Specific Terms

These terms apply only to Modules the Subscriber actually uses, and are in addition to the main body of these Terms.

A1. Student Information and Academic Records

A1.1 The Module supports student records, admission numbers, profiles, addresses, guardian linkages, enrolment, promotion, classes, sections, streams, subject combinations and elective pools.

A1.2 The Subscriber is solely responsible for the accuracy of every student record, and for the correctness of enrolment, section allotment, stream allocation, elective selection and promotion decisions. Automated section allotment and bulk promotion functions are conveniences; **the Subscriber must review their output before treating it as final.**

A1.3 Admission numbers, roll numbers and identifiers generated by the Platform are for administrative convenience and do not constitute any certification or statutory record.

A1.4 The Subscriber must retain student records for the periods required by its board, affiliating authority and Applicable Law, independently of the Platform.

A2. Attendance

A2.1 The Module records attendance marked by Authorised Users with the applicable permission, including class teachers and other authorised staff.

A2.2 Attendance records on the Platform are a record of what a user marked. They are not an independent verification of a Student's physical presence. Zenkul does not verify attendance and is not liable for any consequence of incorrectly marked, unmarked or belatedly marked attendance, including any effect on eligibility, examination admission or statutory reporting.

A2.3 The Subscriber is responsible for defining and enforcing its attendance policy, correction workflow and retention period.

A3. Timetable and Scheduling

A3.1 The Module supports period schedules, timetables, slots, teaching groups, substitutions, publication and archival.

A3.2 Conflict detection is provided on a best-efforts basis and detects only those conflict types the Platform is configured to detect. **It does not guarantee a conflict-free timetable.** The Subscriber must review and validate a timetable before publishing it.

A3.3 Zenkul is not liable for any teaching disruption, room clash, staff overload or statutory non-compliance arising from a timetable configured or published by the Subscriber.

A4. Examinations, Results, Ratings and Progress

A4.1 The Module supports examinations, subject configurations, grade scales, marks entry, result computation, report cards, chapter and topic progress, ratings and topic-mastery indicators.

A4.2 All examination results, grades and report cards generated by the Platform are computed from the configuration and marks entered by the Subscriber, and must be independently verified by the Subscriber before publication, issuance, or submission to any board or authority. Zenkul is not liable for any error in a result, grade, rank, report card or transcript.

A4.3 Ratings, topic-mastery indicators and progress analytics are indicative teaching aids. They are not psychometric assessments, aptitude measurements or diagnostic instruments, must not be represented as such, and must not be used as the sole basis for any decision materially affecting a Student, including streaming, retention, exclusion or disciplinary action.

A4.4 Clause 10.6 applies in full to this Module.

A5. Fees, Invoicing and Finance

A5.1 The Module supports fee categories, fee structures, invoices, instalments, adjustments, penalties, discounts, overrides, late-fee policies, collection recording, expenses, bank accounts, payroll records and financial reports.

A5.2 Clause 11 applies in full to this Module.

A5.3 Financial reports, summaries, ledgers, ageing analyses and analytics generated by the Platform are management information only. They are not audited financial statements, are not prepared in accordance with any accounting standard, and must not be relied on for statutory filing, audit, tax computation or regulatory submission without independent verification by the Subscriber's accountants.

A5.4 The Subscriber is responsible for compliance with every applicable fee-regulation statute, State fee-regulatory committee direction, judicial order and board circular governing the fees it charges, including any cap, any restriction on increase, and any requirement of prior approval or disclosure.

A5.5 Payroll and salary features record what the Subscriber configures. **Zenkul does not compute statutory deductions, does not make any statutory filing, and is not responsible for compliance with any labour, provident fund, gratuity, professional tax or income tax obligation.**

A5.6 Bank account details stored on the Platform are stored in encrypted form. The Subscriber is responsible for the accuracy of every bank account detail it records, and for the consequences of any payment made to an incorrectly recorded account.

A6. Transport Management

A6.1 The Module supports routes, stops, vehicles, vehicle and driver records, fee slabs, student and staff transport subscriptions, stop-change requests with effective dates, and transport billing.

TRANSPORT SAFETY

A6.2 Zenkul does not operate, own, inspect, license, insure or supervise any vehicle, and does not employ, verify, train or supervise any driver, attendant or transport staff. The Subscriber is solely responsible for compliance with the Motor Vehicles Act, 1988, all school-transport safety directions of the Supreme Court, State transport authorities and its board, and for vehicle fitness, permits, insurance, driver licensing, police verification, speed governors, attendants and all safety measures.

A6.3 The Platform records transport assignments. It is **not** a real-time tracking, safety, monitoring or emergency system, and must not be relied upon to establish where any Child is at any time.

A6.4 Zenkul is not liable for any injury, loss, delay, accident, missed pick-up or drop-off, or any other incident relating to the transport of any person.

A6.5 Clause 10.8 applies in full to this Module.

A7. Communication, Chat, Announcements and Live Classes

A7.1 The Module supports announcements with audience targeting, read receipts and acknowledgements; notifications; in-app messaging and chat with attachments; and live audio-video classes and calls.

A7.2 Zenkul does not moderate, monitor, review or filter the content of any communication. The Subscriber is solely responsible for the content of communications under its Account and for its own safeguarding, moderation and escalation procedures.

A7.3 Clause 15.2(a) applies: chat content is encrypted at rest but is **not** end-to-end encrypted. The Subscriber must inform its Authorised Users accordingly.

A7.4 Live classes are delivered using real-time communication infrastructure self-hosted by Zenkul within its Indian hosting environment. Quality depends on participants' devices, network and bandwidth, and Zenkul gives no warranty as to call quality, continuity or connection.

A7.5 The Subscriber is solely responsible for determining whether to record any class or call, for obtaining every consent required for such recording from participants and, where a Child is involved, from their Parent, and for the lawful storage, access, retention and deletion of every recording.

A7.6 Clause 10.7 applies in full to this Module.

A8. AI Tutor and Artificial Intelligence Features

A8.1 The Platform may offer AI-assisted features, including a conversational and voice-based AI tutor, delivered using a third-party artificial intelligence application programming interface.

A8.2 AI-generated output is probabilistic and may be inaccurate, incomplete, outdated, biased, misleading or entirely fabricated. It is not verified by Zenkul and is not reviewed by any subject expert.

A8.3 The Subscriber must not permit AI output to be used as a source of record, as an assessment instrument, as the basis of any grade or academic decision, or as a substitute for teaching. All AI output presented to a Student must be capable of teacher review.

A8.4 AI features are **disabled by default for Authorised Users who are Children**. Where the Subscriber enables them, it must first obtain specific verifiable parental consent expressly identifying the third-party AI provider, must inform Parents of the nature and limitations of the feature, and must supervise its use. The Subscriber may disable the feature at any time.

A8.5 Prompts, queries and associated context submitted to an AI feature are transmitted to the third-party AI provider for processing. **The Subscriber must instruct all Authorised Users that no name, admission number, contact detail, identifier, financial detail, health information or other Personal Data of any person may be entered into an AI feature.**

AI PROVIDER TERMS — FULL DISCLOSURE

A8.6 AI features are obtained on the AI provider's standard published paid-service terms. **Zenkul has not negotiated, and does not hold, a bespoke data processing agreement with that provider.** Accordingly:

- (a) Zenkul does not itself use Institutional Data to train any model (Clause 9.5), and does not transmit Institutional Data to the AI provider other than the prompt content and immediate context submitted by the user;
- (b) the AI provider's handling of submitted content is governed by that provider's own published terms and privacy commitments, which are subject to change by that provider and are outside Zenkul's control. **Zenkul gives no warranty as to those terms and cannot commit on the provider's behalf;**
- (c) the Subscriber must independently satisfy itself that use of the AI feature is compatible with its own obligations as Data Fiduciary before enabling it, and in particular before enabling it for any Child.

A8.7 AI features are provided on an "as is" basis, are excluded from all service level commitments, and may be modified, restricted or withdrawn at any time.

A9. Bulk Import and Data Migration

A9.1 The Module supports bulk creation of students, staff, subjects and related records from spreadsheet templates.

A9.2 The Subscriber is solely responsible for the accuracy, completeness, formatting, lawfulness and consent basis of every row of every file it imports. Validation performed by the Platform is structural only and does not verify the truth of any value.

A9.3 A bulk import creates user accounts and may trigger credential emails. The Subscriber must verify the file before import and must not import any record for which it lacks a lawful basis or, in the case of a Child, verifiable parental consent.

A9.4 Bulk imports may be partially successful. The Subscriber must review the import result log and remediate failed and erroneous rows.

A9.5 Zenkul is not obliged to reverse a completed bulk import, and any assisted rollback or clean-up is chargeable at Zenkul's then-current professional services rate.

A10. Documents, Storage and Sensitive Identifiers

A10.1 The Module supports upload and storage of institutional and personal documents, including identity documents, certificates, receipts and photographs.

A10.2 The Subscriber must not upload any document it is not lawfully entitled to hold, and must apply the minimum-necessary principle.

A10.3 Clause 15.3 applies to Aadhaar numbers and bank account numbers.

A10.4 Storage is subject to any quota specified in the Subscription Plan. Zenkul may require the Subscriber to reduce usage or purchase additional storage.

A10.5 The Subscriber must not use the Platform as an archival or backup system for documents unrelated to its use of the Platform.

A11. Parent Portal

A11.1 The Module gives Parents access to their linked children's academic, attendance, fee, transport and communication records.

A11.2 Clause 7.4 applies in full. **Access is driven entirely by the guardian linkages the Subscriber configures.**

A11.3 The Subscriber is responsible for handling every parental query, dispute, complaint and correction request arising through the portal.

A12. Audit Logs and Administrative Records

A12.1 The Platform maintains audit logs of designated administrative and security-relevant actions, and logs of transactional emails despatched.

A12.2 Audit logs are maintained for Zenkul's and the Subscriber's security and operational purposes. They are retained for the period stated in Annexure II and are not a substitute for the Subscriber's own statutory record-keeping.

A12.3 Audit logs may contain Personal Data and must be accessed only by Authorised Users with a legitimate need. The Subscriber is responsible for restricting that access.

Schedule B — Data Processing Terms

Forms part of these Terms. Prevails over the main body in the event of conflict (Clause 27.8).

B1. Roles

B1.1 The **Subscriber is the Data Fiduciary** and **Zenkul is the Data Processor** in respect of all Personal Data contained in Institutional Data.

B1.2 Zenkul processes Personal Data **only on the Subscriber's documented instructions**. The following, and nothing else, constitute those instructions: (a) these Terms; (b) the Subscriber's configuration of the Platform; (c) actions taken by the Subscriber's Authorised Users through the Platform's ordinary functions; and (d) any further written instruction accepted by Zenkul in writing.

B1.3 If Zenkul considers an instruction to be in breach of Applicable Law, it will inform the Subscriber and may suspend performance of that instruction without liability until the matter is resolved.

B1.4 Zenkul is a Data Fiduciary only in respect of the Subscriber's own contractual, billing and support contact data, which it processes under the Privacy Policy.

B2. Subject matter, duration, nature and purpose

Subject matter	Provision of the Zenkul school management platform
Duration	The term of the Subscription, plus the Export Window and deletion periods in Annexure II
Nature	Collection, recording, organisation, structuring, storage, retrieval, use, disclosure to Authorised Users, transmission, encryption, backup, restriction, erasure and destruction, by automated means
Purpose	Providing, securing, supporting and maintaining the Services, and compliance with Applicable Law

B3. Categories of Data Principals

Students (the majority of whom are Children); Parents and guardians; teaching staff; administrative, finance, transport and support staff; the Subscriber's administrators and authorised signatories.

B4. Categories of Personal Data

Identity and demographic data; contact and address data; guardianship and relationship data; academic data (enrolment, subjects, marks, grades, progress, ratings, submissions); attendance data; financial data (fee structures, invoices,

payments, adjustments, salary structures and payments); transport data (route, stop, vehicle allocation); employment data; communications data (announcements, notifications, chat content and attachments, live-class participation); AI prompt content; sensitive identifiers where the Subscriber elects to collect them (Aadhaar number, bank account number); and technical and security data (IP address, device and browser data, session and login records, audit logs, email delivery logs).

B5. Zenkul's obligations

B5.1 Zenkul shall:

- (a) process Personal Data only as set out in B1.2, and not for its own purposes;
- (b) not sell, rent, trade or otherwise disclose Personal Data to any third party, save to sub-processors under B7 or as required by law;
- (c) not use Institutional Data to train, fine-tune or develop any generally available artificial intelligence or machine learning model;
- (d) ensure that personnel authorised to process Personal Data are bound by confidentiality obligations and are granted access on a least-privilege, need-to-know basis;
- (e) implement and maintain the technical and organisational measures set out in Schedule D;
- (f) assist the Subscriber, so far as reasonably practicable and taking into account the nature of the processing, in responding to Data Principal requests, in fulfilling its own security and breach-notification obligations, and in any consultation with the Data Protection Board of India;
- (g) notify the Subscriber without undue delay, and in any event within seventy-two (72) hours, of becoming aware of a personal data breach affecting the Subscriber's Institutional Data, with the particulars then available, and provide updates as the investigation progresses;
- (h) on termination, make Institutional Data available for export and then delete it in accordance with Clause 22 and Annexure II; and
- (i) make available to the Subscriber the information reasonably necessary to demonstrate compliance with this Schedule.

B5.2 Limits on assistance. Zenkul's assistance under B5.1(f) is limited to the functions the Platform provides and to information within Zenkul's possession. **Zenkul cannot and does not verify the identity of any Data Principal, verify guardianship, or determine whether a request is well-founded** — those are the Subscriber's decisions as Data Fiduciary.

B6. Subscriber's obligations

The Subscriber shall:

- (a) ensure it has a valid lawful basis, and where required valid consent, for all processing it instructs, including **verifiable parental consent for every Child** (Clause 10);
- (b) issue all notices required under the Digital Personal Data Protection Act, 2023 and other Applicable Law to Students, Parents and staff;
- (c) ensure its instructions and its configuration of the Platform comply with Applicable Law;
- (d) maintain the accuracy of Institutional Data, and correct it promptly when notified;
- (e) determine, and configure, retention periods appropriate to its statutory obligations;
- (f) receive, verify and decide all Data Principal requests, and instruct Zenkul where action on the Platform is required;
- (g) restrict Authorised User permissions to what each role genuinely needs, and review them periodically;
- (h) not instruct Zenkul to process any category of Personal Data beyond that described in B4 without Zenkul's prior written agreement — in particular **no biometric data** and no health data beyond routine school health notes; and
- (i) notify Zenkul within twenty-four (24) hours of any breach originating in the Subscriber's own environment that affects or may affect the Platform.

B7. Sub-processors

B7.1 The Subscriber gives general written authorisation for Zenkul to engage the sub-processors listed in Schedule F.

B7.2 Zenkul will give thirty (30) days' notice before adding or replacing a sub-processor. The Subscriber may object on reasonable data-protection grounds within fourteen (14) days, in which case the parties will discuss in good faith; if no resolution is reached, the Subscriber may terminate the affected Module or these Terms under Clause 22.3 without penalty, with a pro-rated refund of prepaid Subscription Fees for the unexpired period.

B7.3 Zenkul will impose on each sub-processor data protection obligations substantially equivalent to this Schedule, **so far as that sub-processor makes such terms available**. The Subscriber acknowledges that certain providers — in particular the AI provider identified in Schedule F — contract only on standard published terms that Zenkul cannot negotiate, and that Zenkul's obligation under this clause is limited accordingly. **Zenkul remains responsible to the Subscriber for the performance of its sub-processors' data protection obligations.**

B8. Data Principal requests

B8.1 Requests received by Zenkul directly from a Student, Parent or staff member will be forwarded to the Subscriber within five (5) business days, and the requester informed. Zenkul will not respond substantively.

B8.2 On the Subscriber's written instruction, Zenkul will assist with access, correction, erasure or restriction where the Platform does not already allow the Subscriber to do it itself. Assistance beyond two (2) hours per request may be chargeable at Zenkul's then-current rate.

B9. Audit and information rights

B9.1 On not less than thirty (30) days' written notice, and not more than once in any twelve (12) month period (unless a breach has occurred or a regulator requires otherwise), the Subscriber may request information reasonably necessary to verify compliance with this Schedule.

B9.2 Zenkul will respond by providing a written description of its measures, its then-current security documentation, and answers to a reasonable security questionnaire. **On-site inspection and third-party penetration testing of Zenkul's environment are not permitted**, given the multi-tenant architecture and the presence of other Subscribers' data on shared infrastructure.

B9.3 The Subscriber bears its own costs, and Zenkul's reasonable costs of responding beyond four (4) hours.

B9.4 Information disclosed under this clause is Confidential Information under Clause 13.

B10. International transfer

Institutional Data is stored at rest in India. Limited processing occurs outside India through the sub-processors identified as such in Schedule F. Zenkul will not otherwise transfer Institutional Data outside India, and will comply with any restriction notified by the Central Government under Section 16 of the Digital Personal Data Protection Act, 2023.

B11. Liability

Liability under this Schedule is subject to Clause 19. Nothing in this Schedule makes Zenkul liable for the Subscriber's failure to discharge its own obligations as Data Fiduciary, including obligations of notice, consent and parental consent.

Schedule C — Service Levels and Support

C1. Availability target

C1.1 Zenkul will use commercially reasonable efforts to achieve **99.5% monthly availability** of the Platform, measured as:

$$\text{Availability \%} = (\text{Total minutes in month} - \text{Unavailable minutes}) \div (\text{Total minutes in month} - \text{Excluded minutes}) \times 100$$

C1.2 "Unavailable" means the Platform's authenticated interfaces are wholly inaccessible to all Authorised Users of the Subscriber, as recorded by Zenkul's monitoring. Degraded performance, slowness, and the failure of an individual feature are not Unavailability.

C2. Exclusions

Excluded from the calculation: scheduled and emergency maintenance; suspension under Clause 21; the Subscriber's own network, device, browser or configuration; the Subscriber's breach; Force Majeure; failure or degradation of any third-party service (including the hosting provider, any Payment Partner, email provider or AI provider); beta, preview and experimental features; the AI Tutor; and the Trial Period.

C3. Nature of the commitment

TARGET, NOT GUARANTEE

C3.1 The availability figure in C1.1 is a **target that Zenkul commits to pursue using commercially reasonable efforts. It is not a guarantee, and no service credit, rebate, penalty or liquidated damage is payable for failure to meet it.**

C3.2 The Subscriber's remedies for persistent unavailability are limited to termination for material breach under Clause 22.4, subject to the notice and cure provisions of that Clause. Zenkul will, on request, provide a written explanation of the cause and remediation of any significant outage.

C3.3 Zenkul is a micro enterprise operating a single-region hosting environment. The Subscriber acknowledges this in accepting the availability commitment above, and acknowledges that a higher commitment would require a separately negotiated and separately priced agreement.

C4. Maintenance

C4.1 Scheduled maintenance: normally between 22:00 and 06:00 IST, with not less than forty-eight (48) hours' notice by email or in-Dashboard notice.

C4.2 Emergency maintenance may be carried out at any time, with such notice as is practicable, to address a security vulnerability or a risk to stability or data integrity.

C5. Support

C5.1 Channel. Email to support@zenkul.com, and such other channels as Zenkul may notify.

C5.2 Hours. Monday to Saturday, 10:00–18:00 IST, excluding public holidays and Zenkul's declared holidays.

C5.3 Response targets (during support hours; targets, not guarantees):

Severity	Definition	Response target	Workaround / resolution target
P1 — Critical	Platform wholly inaccessible, or data loss or a security incident affecting the Subscriber	4 support hours	Continuous reasonable effort
P2 — High	A core function (login, attendance, fee collection, results) unavailable, with no workaround	8 support hours	3 business days
P3 — Medium	A function impaired or behaving incorrectly, with a workaround available	2 business days	10 business days
P4 — Low	Question, configuration help, cosmetic issue, or feature request	3 business days	No commitment

C5.4 Zenkul determines severity acting reasonably. The Subscriber must provide the information reasonably needed to investigate, including steps to reproduce, screenshots, and affected user and record identifiers.

C5.5 Not included in support: training beyond initial onboarding; data entry and data clean-up; custom report building; reversal of bulk imports; recovery of records deleted by the Subscriber's own users; integration development; and support for the Subscriber's own devices, networks or email systems. These may be provided as chargeable professional services at Zenkul's then-current rate.

C5.6 Languages. English and Hindi.

C6. Escalation

Level 1: support@zenkul.com. Level 2: the Proprietor, Mr. Gulshan Kumar — support@zenkul.com. Zenkul does not operate a 24×7 support desk or an out-of-hours on-call rota. Subscribers requiring those must agree them separately in writing, at additional cost.

Schedule D — Security Measures

This Schedule is a warranty under Clause 17.3(c). It states the measures actually in place. Zenkul does not claim any measure not listed here.

D1. Access control and authentication

Passwords stored only as salted cryptographic hashes, never in recoverable form. Short-lived access tokens with server-side rotation of refresh tokens on every use, and revocation of the prior token. Tokens delivered in HTTP-only, secure, same-site cookies so they are not readable by browser scripts. Session listing and remote session revocation available to every user. Automatic termination of access for deactivated and deleted users.

D2. Authorisation

Role-based access control with permission keys and facet-level restrictions. Per-user permission overrides, additive to role grants. Endpoint-level access registry mapped to roles. Tenant scoping enforced on request, with verification that a requested school belongs to the organisation asserted by the caller. Least-privilege access for Zenkul personnel, logged and limited to the circumstances in Clause 5.5.

D3. Encryption

In transit: TLS for all client-server traffic. **Optional additional layer:** per-session payload encryption using an RSA-OAEP-wrapped AES-256-GCM session key, available on request. **At rest:** AES-GCM encryption of Aadhaar numbers, bank account numbers, transport records, and chat message content and attachments. Storage-level encryption of the underlying database and object storage as provided by the hosting provider.

STATED LIMITATION

Chat encryption keys are held by Zenkul. Chat is **not** end-to-end encrypted. See Clause 15.2.

D4. Application security

Security headers via a standard hardening middleware. Rate limiting in production. Request body size limits. Server-side schema validation of request payloads. Parameterised database access. Payment webhooks verified against raw request bodies using provider signatures. Dependency versions pinned and overridden where a known advisory exists.

D5. Logging and monitoring

Audit logging of authentication events and designated administrative actions, recording actor, action, entity, timestamp and source IP. Email delivery logging. Application error and access logging. Logs retained per Annexure II.

D6. Infrastructure

Hosted on Amazon Web Services (Amazon ECS and associated services) in the Asia Pacific (Mumbai) ap-south-1 region. Real-time audio-video infrastructure for live classes is self-hosted by Zenkul within the same environment. Physical security, power, environmental controls and network security at the data-centre layer are provided by AWS under its own certifications. Zenkul relies on AWS for that layer and does not operate its own data centre.

D7. Backup and recovery

Automated daily backups of the primary database and object storage, encrypted at rest. Backups are retained for as long as the Subscriber remains a subscriber, and are purged after termination in accordance with Annexure II. **Recovery time objective: up to twenty-four (24) hours** from Zenkul becoming aware of a total loss of the production environment. **Recovery point objective: up to twenty-four (24) hours**, meaning that up to one day of data may be lost in a full-recovery scenario. These objectives are targets stated in good faith and are not guarantees; they are not backed by any service credit.

STATED LIMITATION

Backups are a whole-Platform disaster-recovery measure. They are **not** an undo facility, and Zenkul does not guarantee point-in-time restoration of individual records deleted or altered by the Subscriber's own users.

D8. Personnel

Access to the production database and production environment is held by the Proprietor alone. No employee, contractor or third party holds production data access. Should that change, any person granted access will be bound by written confidentiality obligations, access will be limited to an operational need, and it will be revoked on cessation of engagement. Zenkul will update this Schedule and notify Subscribers if production access is extended beyond the Proprietor.

D9. Incident response

On becoming aware of a security incident: contain, assess scope and affected Subscribers, notify affected Subscribers within seventy-two (72) hours, remediate, and

record the incident and actions taken. Cooperation with the Subscriber's own notification obligations under Clause 9.9 and B5.1(g).

D10. What Zenkul does not currently hold or do

Stated expressly so that no Subscriber is misled:

- **No** ISO 27001, SOC 2, PCI-DSS or other third-party security certification.
- **No** independent third-party penetration testing programme.
- **No** 24×7 security operations centre or out-of-hours on-call rota.
- **No** end-to-end encryption of messaging.
- **No** customer-managed or customer-held encryption keys.
- **No** multi-factor authentication. Sign-in is by password alone. MFA is planned but is not available today, and no Subscriber should assume it is in place.
- **No** automatic account lockout after repeated failed sign-in attempts. A general request rate limit applies to the Platform, but it is not a per-account brute-force control.
- **No** bug bounty programme.
- **No** multi-region or hot-standby disaster recovery.
- **No** negotiated data processing agreement with the AI provider (see Schedule F).

Zenkul will notify Subscribers if any of the above changes.

Schedule E — Fees, Billing and Seat Computation

E1. Billable Seat

One Seat equals one Billable User. A person is a Billable User for a Billing Period if, at any time during that Billing Period, they hold in any School under the Account either (a) an active enrolment record as a Student, or (b) an active account as a teacher or as a member of the administrative, finance, transport or support staff.

E2. Not billable

No charge is levied for: Parents and guardians; alumni and withdrawn Students whose enrolment is inactive; staff and teacher accounts that have been deactivated; or Zenkul support personnel.

E3. Counting and changes

Seats are counted on the first day of each Billing Period. A Billable User added mid-period (a Student admitted, or a teacher or staff member whose account is activated) is charged from the **following** Billing Period. A Billable User removed mid-period (a Student withdrawn, or a teacher or staff member deactivated) remains billable for that Billing Period and ceases to be billable from the next.

E4. Minimum

A minimum of **100 Seats** applies per Account per Billing Period regardless of actual enrolment, unless otherwise agreed in writing.

E5. Plan limits

A Subscription Plan may cap the number of Billable Users and the number of Schools. On the cap being reached, further enrolment or School creation may be blocked until the Plan is upgraded.

E6. Billing Period and Grace Period

Billing Period: one **calendar month**. Grace Period: **five (5) days** after expiry of the Billing Period.

E7. Subscription phases

Phase	Meaning and effect
pending	Registered but not activated — no access
trialing	Seven-day Trial Period under Clause 4.13
active	Paid and current — full access
grace	Unpaid, within Grace Period — access continues
payment required	Grace Period expired — access blocked except billing and payment screens
suspended	All access blocked, Institutional Data retained
cancelled	Export Window under Clause 22.6 runs, then deletion under Annexure II

E8. Upgrades and reactivation

Upgrades are charged pro-rata for the remainder of the current Billing Period. No reactivation charge is levied as at the Effective Date; Zenkul may introduce one on thirty (30) days' notice.

PAYMENT SECURITY

E9. Invoicing and payment. Zenkul issues a Tax Invoice for each Billing Period, bearing a consecutive serial number unique to the financial year. Payment is due within forty-five (45) days under Clause 4.6. Zenkul's bank account details will be stated on each Tax Invoice and will not be communicated through any other channel. **The Subscriber must verify Zenkul's bank details by telephone before making any first remittance, and before acting on any communication purporting to notify a change in those details. Zenkul is not liable for any payment made to an account other than the one stated on a genuine Tax Invoice.**

E10. Invoice disputes

Any dispute regarding an invoice must be raised in writing within fifteen (15) days of the invoice date, specifying the disputed line items and the grounds. Undisputed amounts remain payable on the due date. An invoice not disputed within that period is deemed accepted.

Schedule F — Sub-Processors and Third-Party Services

The following are engaged as at the Effective Date. The authoritative current list is maintained by Zenkul and supplied on request to support@zenkul.com, and changes are notified in accordance with Clause B7.2.

Category	Provider	Purpose	Data processed	Location
Cloud hosting, compute and storage	Amazon Web Services (ECS, S3 and supporting services)	Application hosting, file and document storage, backups	All Institutional Data	India — ap-south-1 (Mumbai)
Payment services	The Payment Partner selected by the Subscriber	School fee collection into the Subscriber's own account; Subscription Fee collection	Payer identifiers, transaction data	India
Transactional email	Email delivery provider as published on the sub-processor page	Credentials, notifications, invoices, announcements	Recipient name, email address, message content	As published
Artificial intelligence	Third-party AI application programming interface (paid tier)	AI Tutor text and voice responses	Prompt content and immediate context submitted by the user	Outside India — see A8.6

Not a sub-processor. The real-time audio-video infrastructure used for live classes and calls is **self-hosted by Zenkul** within its own Indian hosting environment. No third party processes live-class audio, video or participant data.

DISCLOSED LIMITATION

Zenkul holds standard published terms, but **no negotiated data processing agreement**, with the AI provider. Clause A8.6 sets out the consequences in full. Subscribers concerned by this should keep AI features disabled.

Annexure I — Prohibited Uses

The Platform must not be used, directly or indirectly, in connection with any of the following. This Annexure is supplemented by the Zenkul Acceptable Use Policy.

Category 1 — Absolutely prohibited (immediate termination, no cure period)

1. Any activity involving child sexual abuse material, child exploitation, grooming, or endangerment of a Child.
2. Storage or transmission of obscene or sexually explicit material.
3. Harassment, bullying, stalking, threatening or intimidating any person, including any Authorised User.
4. Hate speech, or content promoting discrimination on the basis of religion, caste, race, sex, place of birth, disability or any other protected characteristic.
5. Content promoting violence, terrorism, self-harm or suicide.
6. Impersonation of any person, institution, board, regulator or government authority.
7. Fabrication or falsification of academic records, marksheets, transcripts, certificates, attendance records or financial records.
8. Any operation of an unrecognised, unaffiliated or fraudulent institution held out as recognised or affiliated.
9. Collection of fees not lawfully payable, or fees collected in violation of a fee-regulation direction or judicial order.
10. Money laundering, terrorist financing, or the routing of funds unrelated to legitimate institutional operations.
11. Distribution of malware, phishing content or any tool designed to compromise a computer resource.
12. Unauthorised access, penetration testing, vulnerability scanning or privilege escalation against the Platform.
13. Sale, rental or unauthorised transfer of Personal Data of any Student, Parent or staff member.
14. Targeted advertising or commercial profiling directed at a Child.

Category 2 — Prohibited (suspension, with opportunity to cure where curable)

15. Sharing login credentials, or using another person's account.
16. Accessing data beyond assigned permissions, or another organisation's or school's data.

17. Circumvention of Seat limits, School limits, storage quotas, rate limits or licensing controls.
18. Reverse engineering, decompilation, or attempting to extract source code, architecture or data models.
19. Building a competing product using the Platform, or benchmarking it for publication without consent.
20. Resale, sublicensing or provision of Platform access to any third party.
21. Scraping, crawling or automating access outside documented APIs.
22. Placing an unreasonable load on the infrastructure.
23. Infringement of any third party's intellectual property, including unlicensed textbooks, question banks, images, fonts, videos or software.
24. Recording a class, call or chat without the consent required by law and by the School.
25. Entering Personal Data of any kind into an AI feature.
26. Using Student or Parent data for personal or commercial purposes, or for direct marketing.
27. Behavioural tracking or monitoring of a Child beyond legitimate educational and safety purposes.
28. Using the Platform as general-purpose file storage or backup unrelated to school operations.
29. Removing or obscuring proprietary notices or branding.

Category 3 — Requires Zenkul's prior written approval

30. Use by an entity that is not, and does not operate, an educational institution.
31. Collection or storage of biometric data of any kind.
32. Storage of health, medical or disability data beyond routine school health notes.
33. Integration of any third-party application with the Platform's APIs.
34. Exceeding the contracted number of Schools or Billable Users.
35. Any cross-border transfer of Institutional Data not disclosed in Schedule F.
36. Any public benchmarking, review or performance publication concerning the Platform.

Breach of Category 1 is a material breach incapable of remedy and entitles Zenkul to terminate immediately under Clause 22.2.

Annexure II — Data Retention and Deletion

AII-1. During an active Subscription

Data	Retained
Student, guardian, staff, academic, attendance, fee, transport and communication records	Until deleted by the Subscriber or until termination
Chat messages and attachments	Until deleted by the Subscriber; otherwise for the Subscription term
Class and call recordings, where enabled	As configured by the Subscriber; not retained by default
Audit logs	12 months, rolling
Email delivery logs	12 months, rolling
Application and access logs	90 days, rolling
AI Tutor prompts and responses	Not retained by Zenkul beyond the session; the AI provider's own retention is governed by its terms
Backups	Rolling window configured with the hosting provider

AII-2. Deletion of individual records

A record deleted by an Authorised User is immediately marked deleted and removed from all interfaces, reports and exports. Permanent purge from the primary database occurs within thirty (30) days, and from backups within the rolling backup window, save where retention is required by law or for a legal claim. Where a Data Principal's data must be erased in response to a lawful request, the Subscriber issues the instruction and Zenkul gives effect to it on the same timetable.

AII-3. Unconverted Trial Period

Data uploaded during a seven-day Trial Period that does not convert to a paid Subscription is retained for thirty (30) days after expiry, then permanently deleted. No notice beyond the trial-expiry notice is given.

All-4. After termination

Stage	Period	What happens
Export Window	30 days from termination	Data available for export by the Subscriber; access otherwise restricted
Active-system deletion	Within 30 days after the Export Window	Permanent deletion from live databases and object storage
Backup deletion	Within 90 days after the Export Window	Removal through ordinary backup rotation

All-5. Retention overrides

Data will be retained beyond these periods only where: required by Applicable Law (including tax and financial record-keeping); necessary for the establishment, exercise or defence of a legal claim; required by a court, regulator or law-enforcement direction; or where it constitutes Platform Data. Zenkul's own Tax Invoices, GST records and financial records relating to the Subscriber are retained for the period required under **Section 36 of the CGST Act (seventy-two (72) months from the due date of furnishing the annual return for the relevant financial year)** and under the Income-tax Act, 1961, whichever is longer, independently of the above.

All-6. Certificate of deletion

On written request made within sixty (60) days of termination, Zenkul will issue a written confirmation of deletion identifying what was deleted and when.

SUBSCRIBER'S RESPONSIBILITY

All-7. Statutory records — student records, examination records, financial records and any record required by a board, university or authority — must be exported and retained by the Subscriber independently. Zenkul's retention periods are not designed to meet the Subscriber's statutory retention obligations, and Zenkul is not liable for any loss arising from the Subscriber's failure to export in time.

END OF TERMS AND CONDITIONS

Zenkul · Gulshan Kumar, sole proprietor · GSTIN 09EQQPK0683D1ZJ · Udyam UDYAM-UP-62-0061171
Building No. 19, Samspur Road, Chak Nekkampur, Salon, District Raebareli, Uttar Pradesh – 229127,
India

support@zenkul.com · www.zenkul.com · Version 1.1, effective 2 September 2026