



A PLAIN-ENGLISH SUMMARY FOR PRINCIPALS AND MANAGERS

Terms in Brief

The main things a school needs to know before subscribing to Zenkul — in six pages instead of sixty.

Zenkul

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

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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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Version

1.1

Document

5 of 5

PLEASE READ THIS FIRST

This is a **summary written for convenience**. It is not the contract. The contract is the full **Zenkul Terms and Conditions**, together with the Privacy Policy, the End-User Terms of Use and the Acceptable Use Policy.

Where anything in this summary differs from the full Terms, **the full Terms apply**. Nothing here creates any right or obligation that the full Terms do not already create. Please ask us for the full set — we will send it to you at any time, free of charge, at support@zenkul.com.

The short version

Question	Answer
Who is the contract with?	Your school or trust, and Zenkul. Not with your teachers, students or parents.
Who owns the data?	You do. It stays yours throughout, and you can export it.
Who is legally responsible for the data?	Your school . Under the DPDP Act you are the Data Fiduciary; Zenkul only processes data on your instructions.
What do we pay for?	Students, teachers and school staff. Parents and guardians are free .
How is it billed?	Monthly, in advance, per person. 18% GST extra. Minimum 100 seats.
Is there a free trial?	Yes — 7 days.
Where is our data stored?	In India, on Amazon Web Services in Mumbai.
Can we leave?	Yes, on 30 days' notice. You then get 30 days to export everything.
Are fees refundable?	No.
Who do we call when something breaks?	support@zenkul.com , Monday to Saturday, 10:00–18:00 IST.

1. What Zenkul is — and what it is not

Zenkul is **software**. We give your school a system to run admissions, classes, timetables, attendance, exams, results, fees, transport, staff records and communication. That is all we do.

1.1 Zenkul is **not** a school, a board, or an examining authority. We do not set, mark or approve anything.

1.2 Zenkul is **not** a bank, and not a payment company regulated by the RBI. School fees paid by parents go to **your** bank account through a payment provider. We never hold your money.

1.3 Zenkul is **not** the employer of anyone at your school, even though the system stores salaries and attendance.

1.4 Zenkul is **not** a transport operator, and the transport module is **not** a child-tracking or safety system. Please never rely on it to know where a child is.

THE ONE THING TO TAKE AWAY

The system records and calculates **what your school configures**. If a fee is wrong, a mark is wrong, or a child is shown on the wrong bus route, that is a configuration or data-entry matter for your school. Zenkul does not check whether what you have entered is correct or appropriate.

2. Who is responsible for what

This is the part school committees ask about most, so it is worth being blunt.

Your school is responsible for	Zenkul is responsible for
Deciding what data is collected about students, parents and staff, and why	Keeping the system running and secure
Getting parental consent before a child's account is created	Processing data only on your instructions, and only to run the service
Deciding who gets an account and what each person can see	Providing the role and permission controls you use to decide that
The accuracy of marks, attendance, fees, guardian links and bus routes	Storing and displaying accurately what you entered
Answering students' and parents' requests to see, correct or delete their data	Helping you answer them, and forwarding to you any request sent to us
Supervising chat, messages and live classes — safeguarding	Providing the features. We do not read or moderate messages.
Removing access when a teacher leaves or a student withdraws	Making removal possible immediately
Keeping your own copies of statutory and exam records	Daily backups, and letting you export your data at any time

3. What you pay

3.1 Who is counted. You pay per person per month for **students, teachers, and administrative, finance, transport and support staff. Parents and guardians are not charged**, and you can create as many parent accounts as you need.

3.2 Counted once. Each person is counted once, in one school, no matter how many classes, subjects or roles they hold. Someone who is both a student and a staff member is counted once.

3.3 Minimum. A minimum of **100 seats** per month applies, even if you have fewer people.

3.4 GST. All prices are **before GST**. GST at 18% is added. Give us your correct GSTIN at signup, or you will not be able to claim input credit — and we cannot fix an invoice later once the GST deadline passes.

3.5 When to pay. Monthly, in advance. Invoices are due within **45 days**. Zenkul is a registered Micro Enterprise, so late payment carries interest under the MSMED Act.

3.6 If you do not pay. You get a **5-day grace period**. After that, access is blocked except the billing screen. Your data is kept, not deleted.

3.7 Changes mid-month. A person added mid-month is charged from the **next** month. A person removed mid-month is still charged for the current month.

3.8 Price rises. We give **30 days' notice**. If you do not accept, you may leave before it takes effect.

3.9 Refunds. There are none, including if you leave early or stop using the system.

3.10 Trial. Seven days, free, with no service commitments. If you do not subscribe, anything you uploaded is deleted 30 days after the trial ends.

KEEP THESE SEPARATE

What **you pay Zenkul** for the software and what **parents pay you** in school fees are two completely different things. If parents do not pay their fees, that is not a reason to withhold your subscription payment — and Zenkul has no claim on any school fee.

4. Your data

4.1 It is yours. Everything you and your users put into Zenkul remains your school's property. Using the system gives us no ownership of it.

4.2 We do not sell it. We do not sell, rent or trade your data, we do not use it for advertising, and we do not build commercial profiles from it.

4.3 We do not train AI on it. Your school's data is never used to train or fine-tune any AI model.

4.4 Where it lives. On Amazon Web Services in **Mumbai, India**. Live classes run on Zenkul's own infrastructure in India — no outside company handles the audio or video.

4.5 What leaves India. Only one thing: if you switch on the **AI Tutor**, what a user types into it goes to an AI provider outside India. It is off by default for under-18s. Tell your users never to type names, roll numbers, phone numbers, Aadhaar or bank details into it.

4.6 When you leave. You get **30 days** to export everything. After that we delete it from live systems within 30 days, and from backups within 90 days.

4.7 Please keep your own copies. Backups protect the platform against disaster. They are **not an undo button**, and we cannot promise to recover a single record that one of your own staff deleted by mistake. Export your statutory, exam and financial records regularly.

5. Children, consent, and who may agree to what

Most people in the system are children, and Indian law treats that carefully.

5.1 Parental consent is your job. Under the DPDP Act 2023, **your school** must obtain verifiable consent from a parent or guardian before a child's data is processed, and must keep proof of it. Zenkul has no way to obtain or check that consent and relies on your confirmation that you have it.

WHY STUDENTS DO NOT "SIGN" ANYTHING

Under Section 11 of the Indian Contract Act 1872, a person under 18 **cannot make a contract** — any agreement with a minor is void from the start. So a student is never a party to any Zenkul agreement.

The chain works like this: **Zenkul contracts with your school**. Your school gives accounts to students, teachers and parents. The End-User Terms are the **rules your school requires those users to follow** — for an adult they are accepted by that adult, and for a child they are accepted by the **parent or guardian on the child's behalf**.

If a student misuses the system, it is handled as a **school discipline matter** by you, and we can suspend the account. Neither of us can sue the child on a contract, because no contract with the child exists.

5.2 Age. You must know which of your students are under 18 and configure accounts accordingly.

5.3 Guardian links matter. Anyone linked as a guardian can see that child's marks, attendance, fees, transport and messages. If custody is disputed or restricted by a court order, **you must configure the linkage correctly**. Zenkul cannot verify guardianship and is not liable for disclosure to a person your school linked incorrectly.

5.4 No advertising to children. The platform is never used for targeted advertising, behavioural tracking or commercial profiling of children, and you must not use it that way either.

6. Security — stated plainly

What is in place: encrypted connections (TLS); passwords stored only as one-way hashes; Aadhaar numbers, bank accounts, transport records and chat content encrypted in the database; role and permission based access; separation between organisations; audit logging of administrative actions; daily encrypted backups; and access for Zenkul limited to support, security investigation, maintenance or a legal requirement.

WHAT WE DO NOT HAVE — SO THAT NOBODY IS MISLED

We would rather tell you now than have you discover it later:

- **No two-factor authentication yet.** Sign-in is by password alone. It is planned.
- **No automatic account lockout** after repeated wrong passwords.
- **No ISO 27001, SOC 2 or PCI-DSS certification,** and no third-party penetration testing programme.
- **Chat is not end-to-end encrypted.** It is encrypted in storage, but Zenkul holds the keys and is technically able to read it. We do so only for support, a security investigation, or where the law requires.
- **No 24×7 monitoring desk** and no out-of-hours on-call rota.
- **Single region, no hot standby.** If the whole environment is lost, recovery may take **up to 24 hours** and up to **24 hours of data** could be lost.

Production data access is held by the Proprietor alone — no employee or contractor has it. If that changes, we will tell you.

6.1 If there is a breach. We will tell you without undue delay and within **72 hours** of becoming aware, and help you notify the Data Protection Board of India and the people affected. That notification is legally your duty as Data Fiduciary, not ours.

6.2 Your side. Strong unique passwords, removing access promptly when someone leaves, protecting the school email account used for password resets, and basic staff awareness. Most incidents in school systems start with a shared or reused password.

7. What we ask you to do

- Give accurate registration details, and tell us within 15 days if they change.
- Obtain and keep proof of parental consent before creating children's accounts.
- Decide carefully who gets which permissions, and review them each term.
- Remove access the day a teacher resigns or a student withdraws.
- Keep guardian links accurate, especially where custody is restricted.
- Supervise chat, messaging and live classes — we do not moderate them.
- Check what you enter. Marks, attendance and fees become your official record.
- Export your important records regularly and keep your own copies.
- Do not upload textbooks, question papers or software you have no right to use.
- Pay invoices within 45 days.

8. What we do not promise

8.1 Availability. We target **99.5% uptime each month** and work hard at it, but it is a target, not a guarantee, and no money is refunded for missing it. Zenkul is a micro enterprise running a single region — a stronger commitment would need a separate, separately priced agreement.

8.2 Accuracy. We do not warrant that any mark, grade, report card, fee amount, timetable or AI answer is correct. Those come from what your school entered and configured.

8.3 The AI Tutor. It can be wrong, out of date or entirely made up. It is a study aid, never a source of truth, and must not be relied on for exam answers.

8.4 Our financial limit. If something goes wrong and Zenkul is legally liable, the most we can be required to pay in total is the subscription fees you paid us in the **3 months** before the problem, or **₹1,00,000** — whichever is **lower**. We do not pay for lost profits, lost reputation or indirect losses. This limit does not apply to fraud, or to death or personal injury caused by our negligence.

Clause 8.4 is a genuine limit and school committees should read it as one. It reflects that Zenkul is a small Indian micro enterprise, not a large vendor. If your institution needs a higher cap, tell us and we will discuss a separately negotiated and separately priced agreement.

9. Support

Email support@zenkul.com, Monday to Saturday, 10:00–18:00 IST, in English or Hindi. We aim to respond within 4 support hours if the platform is down, 8 hours if a core function such as login, attendance, fees or results is unavailable, and 2 to 3 business days for everything else. These are targets, not guarantees.

Not included in support: bulk data entry and clean-up, custom report building, reversing a bulk import, recovering records your own staff deleted, or fixing your school's own devices, network or email. We can quote separately for these.

10. Ending the subscription

10.1 Either side may end it on **30 days' written notice**, taking effect at the end of the current month. No refund arises.

10.2 We may suspend or end it sooner if you do not pay, if the platform is misused, or if there is a security or child-safety risk.

10.3 On ending, you get a **30-day export window**, provided your account is paid up. Please use it — after that, deletion is permanent.

11. Complaints and disputes

Complaints about a mark, a fee, a teacher or another student are for your school to resolve. Complaints about the platform itself, or about how Zenkul has handled data, come to our 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

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We acknowledge within 24 hours and aim to resolve within 15 days. You may also complain to the **Data Protection Board of India**. These Terms are governed by Indian law, and the courts at **Raebareli, Uttar Pradesh** have exclusive jurisdiction.

12. The full documents

This summary sits alongside four binding documents. We will send any of them on request to support@zenkul.com:

Document	What it covers
Terms and Conditions	The full contract between Zenkul and your school, with schedules on data processing, service levels, security, billing and sub-processors.
Privacy Policy	How personal data — including children's data — is handled under the DPDP Act 2023.
End-User Terms of Use	The rules for your teachers, staff, students and parents. Written for them, in plain language.
Acceptable Use Policy	What may and may not be done on the platform, and what happens if it is broken.

REMEMBER

If anything in this summary appears to conflict with the full Terms and Conditions, **the full Terms and Conditions prevail**. This document is provided to help you understand them, not to replace them.

END OF TERMS IN BRIEF

Zenkul · Gulshan Kumar, sole proprietor · GSTIN 09EQQPK0683D1ZJ · Udyam UDYAM-UP-62-0061171
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