

TERMS AND CONDITIONS

IndieAn Learning Private Limited

Version 2.0 | Effective Date: 3rd April 2026 | Last Reviewed: 3rd April 2026

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CIN: U74999DL2016PTC298160 | Email: support@indiean.com | Grievance Officer: Sarah Massey, Head of Human Resources

1. Introduction and Acceptance

These Terms and Conditions ("Terms", "Agreement") constitute a legally binding contract between IndieAn Learning Private Limited and/or E Easy Solutions Private Limited (collectively "IndieAn", "Company", "we", "our", or "us") and you, the individual or entity accessing or using our applications, websites, and related services (collectively, the "Services").

By registering an account, accessing, downloading, or using any part of the Services, you confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional guidelines, policies, or rules applicable to specific features of the Services, all of which are incorporated herein by reference.

If you do not agree to these Terms, you must not access or use the Services. If you are accessing the Services on behalf of a minor, you confirm that you are the parent or legal guardian of that minor and that you accept these Terms on their behalf.

These Terms are governed by the laws of India, including the Indian Contract Act, 1872, the Information Technology Act, 2000, the Consumer Protection Act, 2019, the Digital Personal Data Protection Act, 2023, and any other applicable laws and regulations.

2. Definitions

For the purposes of these Terms, the following definitions apply:

Term	Definition
Services	All products, platforms, applications (iOS and Android), websites, APIs, tools, content, and features provided by IndieAn, including the IndieAn music learning application.
User / You	Any natural person or legal entity that accesses or uses the Services, including learners, parents, guardians, educators, and institutional administrators.
Account	The registered profile created by a User to access the Services.
Content	All text, audio, video, graphics, software, data, and other material made available through or generated by the Services.
User-Generated Content (UGC)	Any material, including recordings, feedback, reviews, or submissions, uploaded or transmitted by a User through the Services.
Subscription	A paid or free plan that grants the User access to specific features of the Services for a defined period.
Intellectual Property	All patents, copyrights, trademarks, trade secrets, database rights, moral rights, and any other proprietary rights, whether registered or unregistered.
Minor	Any individual under the age of 18 years, or as defined by applicable jurisdiction-specific law.
Confidential Information	Any non-public information disclosed by one party to the other in connection with the Services.

3. Eligibility and Account Registration

3.1 Eligibility

- You must be at least 13 years of age to create an account independently. Users between 13 and 18 years of age must have verifiable parental or guardian consent.
- Users under the age of 13 may only use the Services with a parent or guardian account, in compliance with the Children’s Online Privacy Protection Act (COPPA) and the Digital Personal Data Protection Act, 2023 (DPDPA).

- By creating an account, you represent and warrant that all information you provide is accurate, complete, and current, and that you will maintain its accuracy throughout your use of the Services.

3.2 Account Registration and Security

- You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You must not share your credentials with any third party.
- You are solely responsible for all activity that occurs under your account, whether or not authorised by you.
- You must notify us immediately at support@indiean.com if you become aware of any actual or suspected unauthorised access to your account.
- IndieAn reserves the right to suspend, disable, or terminate any account that is found to be in breach of these Terms or that is reasonably suspected of being compromised.
- You may not create more than one account without our prior written consent. We reserve the right to merge or delete duplicate accounts.

4. Subscriptions, Payments, and Refunds

4.1 Subscription Plans

IndieAn offers both free and paid subscription tiers. The features available under each tier are described on our website and within the application, and are subject to change with prior notice. Continued use of the Services after such changes constitutes your acceptance of the revised terms.

4.2 Payment Terms

- All fees are stated in Indian Rupees (INR) unless otherwise specified, and are inclusive of applicable taxes (including GST, where applicable).
- Payments are processed through our designated third-party payment gateway partners. IndieAn does not store your payment card or banking details.
- Subscription fees are billed in advance on a monthly or annual basis, as selected at the time of purchase. Failure to pay may result in suspension or termination of access.
- Prices may be revised from time to time. We will provide at least 14 days' notice before any price change takes effect for existing subscribers.

4.3 Auto-Renewal

Subscriptions automatically renew at the end of each billing cycle unless cancelled by you at least 24 hours before the renewal date. You may cancel auto-renewal at any time through your account settings or by contacting support@indiean.com.

4.4 Refund Policy

- Refund requests for annual subscriptions made within 7 days of purchase, where no significant usage of premium features has occurred, will be considered on a case-by-case basis.
- Monthly subscriptions are non-refundable once the billing cycle has commenced.
- Refunds will not be issued for partial use, change of mind, or unused portions of a subscription period.
- In the event of a technical error or service unavailability attributable solely to IndieAn that prevents access for a material period, we will provide a pro-rata credit or refund at our discretion.
- All refund requests must be submitted to support@indiean.com within the applicable period, with supporting details.

5. Licence and Permitted Use

5.1 Grant of Licence

Subject to your compliance with these Terms, IndieAn grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Services solely for your personal, non-commercial educational purposes. This licence does not include any right to:

- Reproduce, distribute, publicly display, or create derivative works from any Content;
- Reverse engineer, decompile, or disassemble any part of the Services or underlying software;
- Use the Services for commercial purposes, resale, or on behalf of a third party without our express written consent;
- Circumvent, disable, or interfere with any technological protection measures or security features; or
- Use any automated means (bots, scrapers, crawlers) to access or extract data from the Services.

5.2 Restrictions

You must not:

- Use the Services in any manner that is unlawful, fraudulent, abusive, harassing, defamatory, or otherwise objectionable;
- Upload, transmit, or distribute any malware, viruses, or other harmful code;

- Attempt to gain unauthorised access to any system, network, or account;
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- Use the Services to collect, harvest, or aggregate personal data of other Users without their consent; or
- Engage in any activity that interferes with or disrupts the integrity or performance of the Services.

6. Intellectual Property Rights

6.1 Ownership of IndieAn Content

All Content made available through the Services, including but not limited to lesson materials, music exercises, AI-generated feedback, software, design elements, trademarks, logos, and database compilations, is the exclusive property of IndieAn or its licensors and is protected by applicable intellectual property laws, including the Copyright Act, 1957 (India) and the Trade Marks Act, 1999 (India).

Nothing in these Terms transfers any ownership of IndieAn's Intellectual Property to you. Your use of the Services does not grant you any right, title, or interest in or to any IndieAn Content beyond the limited licence described in Section 5.

6.2 User-Generated Content

You retain all ownership rights in and to your User-Generated Content. By submitting UGC, you grant IndieAn the licence described in Section 8 of our Privacy Policy, including the right to use such content for product improvement, AI model training (in anonymised form), research, and (with consent) promotional purposes.

You represent and warrant that your UGC does not infringe any third-party intellectual property, privacy, or other rights, and that you have all necessary rights to grant the licence described herein.

6.3 Feedback

If you provide suggestions, ideas, or feedback regarding the Services ("Feedback"), you grant IndieAn an irrevocable, perpetual, royalty-free, worldwide licence to use, incorporate, and exploit such Feedback without any obligation of confidentiality or compensation to you.

7. AI-Based Features and Audio Processing

The Services include artificial intelligence and machine learning features that analyse audio input captured via your device's microphone to provide real-time musical feedback on pitch, rhythm, tempo, and accuracy.

- By activating microphone-dependent features, you expressly consent to the capture and processing of your audio input as described in our Privacy Policy.
- AI-generated assessments and feedback are provided for educational purposes only and do not constitute professional music instruction, examinations, or certifications.
- IndieAn does not warrant that AI-generated feedback will be error-free, complete, or suitable for any specific educational objective.
- You have the right to request human review of any AI-generated output that materially affects your learning pathway, in accordance with Section 15 of our Privacy Policy.
- Where audio data is retained for model training purposes, this will occur only with your separate, explicit consent. You may withdraw such consent at any time without affecting your use of the Services.

8. Children's Use and Parental Responsibility

IndieAn is committed to the safety of younger learners. The following provisions apply to the use of the Services by or on behalf of minors:

- Parents and legal guardians are fully responsible for supervising their child's use of the Services and for ensuring compliance with these Terms on their child's behalf.
- By creating or consenting to the creation of an account for a minor, the parent or guardian agrees to these Terms and our Privacy Policy on behalf of the minor.
- IndieAn will not knowingly allow minors to access inappropriate content, engage in in-app purchases without parental authorisation, or share personally identifiable information beyond what is necessary for the Services.
- In-app purchases for accounts linked to minors require express parental authorisation. IndieAn accepts no liability for unauthorised purchases made by minors.
- Parents and guardians may request access to, correction of, or deletion of their child's personal data at any time by contacting support@indiean.com.

9. Third-Party Services and Links

The Services may integrate with or provide links to third-party platforms, payment gateways, or content providers. IndieAn does not endorse, control, or assume any responsibility for the content, privacy practices, or terms of any third-party services.

- Your use of third-party services is subject to their respective terms and policies, which you should review independently.
- IndieAn shall not be liable for any loss or damage arising from your use of, or reliance on, any third-party service or content accessed through the Services.
- If you believe that a third-party integration is causing harm or breaching these Terms, please notify us promptly at support@indiean.com.

10. Disclaimers and Limitation of Liability

10.1 Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, ACCURACY, OR COMPLETENESS. INDIEAN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

To the extent permitted by applicable law, IndieAn expressly disclaims all liability for educational outcomes, learning results, or the achievement of any particular skill level through use of the Services.

10.2 Limitation of Liability

To the maximum extent permitted by applicable law, IndieAn’s total aggregate liability to you for any claim arising out of or relating to these Terms or the Services, whether in contract, tort, statute, or otherwise, shall be limited to the amount you paid to IndieAn in the twelve (12) months immediately preceding the event giving rise to the claim, or INR 1,000, whichever is greater.

In no event shall IndieAn be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of revenue, data, goodwill, or business opportunities, even if IndieAn has been advised of the possibility of such damages.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded under applicable law.

11. Indemnification

You agree to indemnify, defend, and hold harmless IndieAn, its affiliates, directors, officers, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your access to or use of the Services in breach of these Terms;
- Your User-Generated Content or any content you submit, post, or transmit through the Services;
- Your violation of any applicable law, regulation, or third-party right (including intellectual property and privacy rights); or
- Any misrepresentation made by you in connection with the Services.

IndieAn reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with IndieAn in asserting any available defences.

12. Suspension and Termination

12.1 Termination by You

You may terminate your account and these Terms at any time by deleting your account through the account settings or by submitting a written request to support@indiean.com. Termination does not entitle you to any refund except as expressly provided in Section 4.4.

12.2 Suspension or Termination by IndieAn

IndieAn reserves the right, in its sole discretion, to immediately suspend, disable, or terminate your access to the Services, without prior notice or liability, if:

- You breach any provision of these Terms or any applicable law;
- Your account is involved in fraudulent, abusive, or harmful conduct;
- Continued access poses a risk to other Users, IndieAn's systems, or third parties; or
- We are required to do so by law or regulatory direction.

12.3 Effect of Termination

Upon termination, your licence to use the Services is immediately revoked. We may retain certain data as required by law or our Privacy Policy. Sections 6, 10, 11, 13, 14, and 15 of these Terms survive termination.

13. Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other party in connection with the Services and to use such information only for purposes related to the use of the Services. This obligation of confidentiality does not apply to information that:

- Is or becomes publicly available through no fault of the receiving party;

- Was independently developed by the receiving party without use of confidential information;
- Is required to be disclosed by applicable law, regulation, or court order (in which case the receiving party will provide prompt notice to the other party, to the extent permitted by law); or
- Was rightfully received from a third party without restriction on disclosure.

14. Modifications to the Services and Terms

14.1 Changes to the Services

IndieAn reserves the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. We will endeavour to provide reasonable advance notice for material changes. IndieAn shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

14.2 Changes to These Terms

We may amend these Terms from time to time. We will notify you of material changes by:

- Publishing the revised Terms on our website with an updated effective date;
- Sending an email notification to your registered email address; and/or
- Displaying a prominent in-app notice at least 14 days before the changes take effect.

Your continued use of the Services after the effective date of any amendment constitutes acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Services and may close your account.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

15.2 Grievance Redressal

In the first instance, any dispute or concern should be raised with our Grievance Officer:

Grievance Officer: Sarah Massey, Head of Human Resources

Email: support@indiean.com

Response Time: Acknowledgement within 48 hours; resolution within 30 calendar days.

15.3 Arbitration

If a dispute cannot be resolved through our internal grievance mechanism, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (India). The seat and venue of arbitration shall be New Delhi, India. The arbitration shall be conducted in the English language. The arbitral award shall be final and binding on the parties.

15.4 Jurisdiction

Notwithstanding the arbitration clause above, either party may seek urgent injunctive or other equitable relief from the courts in New Delhi, India. You irrevocably consent to the exclusive jurisdiction of such courts for this purpose.

15.5 Class Action Waiver

To the extent permitted by applicable law, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to participate in a class action lawsuit or class-wide arbitration.

16. Force Majeure

IndieAn shall not be liable for any failure or delay in performance of the Services arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, civil unrest, governmental actions, power outages, internet infrastructure failures, or acts of third-party service providers.

17. General Provisions

- **Entire Agreement:** These Terms, together with our Privacy Policy and any additional guidelines incorporated by reference, constitute the entire agreement between you and IndieAn with respect to the Services, and supersede all prior agreements and understandings.
- **Severability:** If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

- **Waiver:** The failure of IndieAn to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision, unless acknowledged and agreed to by IndieAn in writing.
- **Assignment:** You may not assign or transfer any rights or obligations under these Terms without our prior written consent. IndieAn may assign these Terms (in whole or in part) to any affiliate, successor entity, or in connection with a merger or acquisition, without your consent.
- **No Partnership:** Nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship between you and IndieAn.
- **Language:** These Terms are drafted in the English language. In the event of any conflict between any translated version and the English version, the English version shall prevail.
- **Notices:** All notices from you to IndieAn must be submitted in writing to support@indiean.com. IndieAn may give notice to you via your registered email address or through in-app notification.

18. Contact Us

For all queries, concerns, or legal notices relating to these Terms, please contact:

IndieAn Learning Private Limited E Easy Solutions Private Limited
HOUSE NO. 01 BACK PORTION GROUND FLOOR Block 8, Moti Nagar, Delhi, Delhi, India – 110015
CIN: U74999DL2016PTC298160
Email: support@indiean.com
Grievance Officer: Sarah Massey, Head of Human Resources support@indiean.com
Response Time: Within 48 hours (acknowledgement); within 30 calendar days (full resolution)

By accessing or using IndieAn Services, you confirm that you have read, understood, and agree to these Terms and Conditions.