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APPLICABLE FOR USERS WHO REGISTER, ENROLL AND USE ANY SERVICES ON EDUBRIDGEINDIA.COM IMPARTED THROUGH EDUBRIDGE LEARNING PRIVATE LIMITED, EBSC TECHNOLOGIES PRIVATE LIMITED OR ANY OF ITS SUBSIDAIRES AND ASSOCIATES.

## **UPDATION OF TERMS**

These Terms and Conditions may be updated, amended, modified, or revised by us from time to time. Each such updation or modification will be done through the website or any other medium which is accessible to the user. Your continued use of the Services after any such changes shall constitute your consent to such changes. We encourage you to refer to these terms and conditions from time to time to ensure that you are aware of any additions, revisions, amendments, or modifications that we may have made.

## **EDUBRIDGE NSDC PARTNERSHIP**

EduBridge is in partnership with the National Skill Development Corporation (NSDC) through its market-led program. As part of this partnership, all learners enrolled in the program must complete the necessary enrolment process on the NSDC designated portal. Failure to complete this enrolment process will result in the cessation of all services including third party services and exam vouchers (if applicable) provided by EduBridge. In such cases, EduBridge will not be liable in any manner whatsoever. By enrolling in the program, you acknowledge and agree to adhere to this requirement and understand the consequences of non-compliance.

## **EDUBRIDGE PRIVACY POLICY**

This Privacy Policy applies to all information that EduBridge Learning Private Limited and/or its affiliates located worldwide (hereinafter referred to as "EduBridge") collect through <a href="www.edubridgeindia.com">www.edubridgeindia.com</a> and other websites, online features, applications (including mobile application), products and services that post a link of this Privacy Policy (hereinafter referred to as the "Sites") in order to demonstrate its firm commitment to privacy.

EduBridge is committed to respecting the privacy of all the Registered Users. EduBridge strives to provide a safe and secure data handling to all the Registered Users who upload user content on the servers of EduBridge or its business partners. This Privacy Policy hereby incorporates by reference all terms and conditions included in "Registered Users' Acceptance of Terms and Conditions". Capitalized terms not defined in this Privacy Policy maybe defined in the "Registered Users' Acceptance of Terms and Conditions".

This Privacy Policy lays down the policies and practices which are applicable to the collection, usage and disclosure of personal information and anonymous information which a Registered User submits to EduBridge through the Sites. By accessing the Sites or by registering with EduBridge, a Registered User unconditionally agrees, consents, and accepts all the terms and conditions of this Privacy Policy.

A Registered User's usage of the Sites shall signify his/her acceptance of this Privacy Policy. EduBridge reserves the right to modify the provisions in this Privacy Policy without prior notice to anyone. Therefore, Registered Users are requested to periodically revisit the provisions of the Privacy Policy for all relevant and applicable updates/amendments at <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>

### 1. REGISTRATION OF ACCOUNT

A user needs to sign up/register for a user account by providing all required information in order to access or use EduBridge Services.

When a customer/user submits data to register on EduBridge Website, EduBridge might require him/ her to provide relevant basic details like their full name, e-mail address, contact number, residential address details, nationality, etc and a unique password of his/ her liking and choosing. Please note that the e-mail address/contact number shall always be used as the username for login purposes.

While providing the relevant basic details, the customer/user agrees to:

- a) provide true, accurate, current, and complete information about themselves as prompted by the sign-up process; and
- b) Maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

EduBridge may, but is not obligated to, use the information provided to verify that they are actually a customer/user. In the event, any/all of the aforementioned information is found to be untrue, inaccurate, outdated, or incomplete, or if

EduBridge has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, EduBridge may terminate or suspend the relevant user account and refuse current or future use of any or all of the EduBridge Services.

Registered Users are responsible for maintaining the confidentiality of usernames, passwords and other sensitive information. They are responsible for all activities that may occur with respect to their respective user accounts and agree to inform EduBridge immediately of any unauthorized use of their user account by email to <a href="weecare@edubridgeindia.in">weecare@edubridgeindia.in</a> or by reaching EduBridge via chat, raising a ticket or using any of the customer helpline numbers listed on

www.edubridgeindia.com. EduBridge is not responsible for any loss or damage to the user or to any third party incurred as a result of any unauthorized access and/or use of the user account, or otherwise.

## 2. COLLECTION AND RETENTION OF INFORMATION

EduBridge only collects such Registered User information that they actually need. It only stores name, e-mail address and contact information in its database and/or servers in India and does not store any personal sensitive like credit card/ debit card information in any manner whatsoever (except with permission of such Registered Users in the secured payment gateways).

Collection of information about the Registered User is done only if EduBridge needs the same for some legitimate purpose and in furtherance to "Registered Users' Acceptance of Terms and Conditions". EduBridge will have possession and custody of information about the Registered User only if (a) they have provided the information themselves, (b) EduBridge has automatically collected the information or (c) EduBridge has obtained the information from a third party.

EduBridge retains Registered Users' personal information for as long as it is required for the purposes stated in this Privacy Policy. Please note that EduBridge may retain some of the user specific personal information for longer periods as permitted or required by law, such as to prevent abuse, or if the same is required in connection with a legal claim or proceeding, to enforce its agreements, for tax, accounting, or to comply with other legal obligations. When EduBridge no longer has a legitimate need to process Registered Users' information, it will compulsorily delete or anonymise the information from its active databases. Also, EduBridge will securely store the information and isolate it from further processing on backup discs until deletion is possible.

### 3. USAGE AND DISCLOSURE INFORMATION

By submitting user information through the EduBridge Website, a Registered User agrees to the terms and conditions of this Privacy Policy and expressly consents to the processing of information in accordance to the same. All information and user content submitted by the Registered User shall be processed and stored in the EduBridge database and/or servers in India, that specifically identifies him/ her with the designated User Account. EduBridge may use all this Information and User Content for their internal purposes including contacting the Registered User via email to inform them about updates, informing them about new EduBridge Services and new opportunities. EduBridge may also share this information with their Business Partners who wish to contact the Registered Users for providing them EduBridge Services based on different parameters, specifications and areas of expertise. EduBridge undertakes that they shall, at no point in time, disclose, deal, transfer, transmit, rent or sell any Information and/or User Content thus collected to any third-party agencies for any consideration whatsoever.

## To whom we may disclose your Personal Data:

The information you provide on the Company Systems may be disclosed by EduBridge to its employees, agents, representatives, consultants, subsidiaries, affiliates and third-party providers (including government bodies, service providers, academic institutions, and subcontractors) who require the information for the purposes of (a) operating and maintaining the Company Systems, (b) data processing or storage (c) maintaining an efficient and commercially viable business, and/or provision of additional EduBridge programs; (d) to comply with applicable laws or schemes EduBridge is participating in, to comply with directions of any government or regulatory authorities, and to obtain licenses or approvals. By using the Company Systems and receiving EduBridge services, you consent to EduBridge's disclosure of information as set out in this Section herein.

We may provide your data to our hiring partners. We provide resumes, phone numbers, email addresses and other relevant information to our hiring partners to enable users to get job offers. Events of Reorganization: In any given instance, if EduBridge undergoes any events of reorganization, merger, acquisition, insolvency or bankruptcy, EduBridge may sell, transfer or share some or all of our assets, including your information, subject to notification to You pertaining to transfer of Your information.

# In more details, as below:

We may share your data with third parties under the following circumstances or as otherwise described in this Privacy Policy:

- With Your Learning Consultants, Admissions and EduBridge Team: We share data that we have about you with
  your Learning Consultant and our Admission Team, so they can suggest the right program or course for you. This
  data may include things like your city, country, browser language, operating system, device settings, email id,
  phone number, your work experience and other work-related information, your activities on our website and
  learning management system.
- With our Academic Partners: We may share the information that we collect from you with the particular Academic Partners (e.g., a university or a company) that developed or offered the program you are taking.
- Employers, Sponsors and Scholarship Providers: If you are taking a program that is sponsored or paid for by your employer or a sponsor, or if you have availed a scholarship from a third-party scholarship provider, we may share your data and grades, evaluations or progress in the program with your employer/sponsor/scholarship provider.

This information may be shared at any time during the program or afterwards.

- With your Instructors, Evaluators, Moderators and Mentors: We share data that we have about you with
  instructors or teaching assistants for courses you enroll in or request information about, so they can improve their
  courses for you and other users. This data may include things like your city, country, browser language, operating
  system, device settings, email id, phone number, your work experience, and other work-related information, your
  activities on our website and learning management system.
- With Other Students and Instructors: Depending on your settings, your shared content, and profile data may be publicly viewable, including to other students and instructors. We may publish your name, percentage, percentile, marks and/or rank in the form of a leaderboard on your dashboard, accessible to you and your fellow batchmates, depending on your settings. If you ask a question to an instructor or teaching assistant, your information (including your name) may also be publicly viewable by other users depending on your settings.
- With Users, public and other mentors: If you're a mentor or Instructor, we share data that we have about you with students, program managers and employees of EduBridge, so they can reach out to you to clarify questions or provide services to you. This data may include things like your name, email id, phone number, professional and education details, your activities on our website and learning management system.
- With Service Providers, Contractors, and Agents: We share your data with third-party companies who perform
  services on our behalf, like payment processing, reward processing, data analysis, marketing, and advertising
  services (including retargeted advertising), email and hosting services, and customer services and support. These
  service providers may access your personal data and are required to use it solely as we direct, to provide our
  requested service.
- With Business Partners: We have agreements with other websites and platforms to distribute our Services and drive traffic to EduBridge.
- With Analytics and Data Enrichment Services: As part of our use of third-party analytics tools like Google Analytics and data enrichment services, we share certain contact information, Account Data, System Data, Usage Data, or de-identified data as needed. This allows these providers to provide analytics services or match your data with publicly-available database information (including contact and social information from other sources). We do this to communicate with you in a more effective and customized manner.
- To Power Social Media Features: The social media features in the Services (like the Facebook Share) may allow the
  third-party social media provider to collect things like your IP address and which page of the Services you're
  visiting, and to set a cookie to enable the feature. Your interactions with these features are governed by the thirdparty company's privacy policy.
- To Administer Promotions and Surveys: We may share your data as necessary to administer, market, or sponsor promotions and surveys you choose to participate in, as required by applicable law (like to provide a winners list or make required filings), or in accordance with the rules of the promotion or survey.
- For Advertising: If we decide to offer advertising in the future, we may use and share certain System Data and Usage Data with third-party advertisers and networks to show general demographic and preference information among our users. We may also allow advertisers to collect System Data through Data Collection Tools, and to use this data to offer you targeted ad delivery to personalize your user experience (through behavioral advertising) and undertake web analytics. Advertisers may also share with us the data they collect about you.
- Recruitment Services: If you have opted for any of our recruitment/job/interview services or if you participate in
  any of our recruitment/job/interview activities, we will be sharing your information with recruiters and potential
  employers. For example, if you participate in a recruitment drive jointly organised by EduBridge and a recruitment
  agency, we will share your information with the recruitment agency and with potential employers who wish to
  consider you for employment. In this case, such a recruitment agency or an employer may directly contact you to
  schedule interviews, etc. Please note that any information you share with the recruitment agency or employer will
  be governed by their terms and policies.
- Alumni Portal and Networking Services: We may collaborate with certain third-party service providers to arrange and provide networking activities to previous, current or potential students of EduBridge. For this purpose, we may share certain basic information such as your name, email address and cohort details with such third-party service providers in order to enable them to invite you to connect. Should you agree to sign up to their services, please note that any information you provide will be governed by their policies. In certain cases, in order to facilitate communication between students, we may share your information with other students on chat forums such as WhatsApp, Facebook etc.
- For Security and Legal Compliance: We may disclose your data to third parties if we (in our sole discretion) have a good faith belief that the disclosure is:
  - Permitted or required by law;
  - o Requested as part of a judicial, governmental, or legal inquiry, order, or proceeding;

- o Reasonably necessary as part of a valid subpoena, warrant, or other legally valid request;
- Reasonably necessary to enforce our Terms of Use, Privacy Policy, and other legal agreements;
- Required to detect, prevent, or address fraud, abuse, misuse, potential violations of law (or rule or regulation), or security or technical issues; or
- o Reasonably necessary in our discretion to protect against imminent harm to the rights, property, or safety of EduBridge, our users, employees, members of the public, or our Services.
- We may also disclose data about you to our auditors and legal advisors in order to assess our disclosure obligations and rights under this Privacy Policy.
- During a Change in Control: If EduBridge undergoes a business transaction like a merger, acquisition, corporate divestiture, or dissolution (including bankruptcy), or a sale of all or some of its assets, we may share, disclose, or transfer all of your data to the successor organization during such transition or in contemplation of a transition (including during due diligence).
- After Aggregation/De-identification: we can disclose or use aggregate or de-identified data for any purpose.
- With Your Permission: with your consent, we may share data to third parties outside the scope of this Privacy Policy.

Any data that is voluntarily displayed by you on the EduBridge's platforms may be used by third parties for unsolicited purposes. Please note that we shall not be liable for such unsolicited use by third parties of your data that has been voluntarily displayed by you.

## 4. DATA OWNERSHIP

EduBridge respects the Registered User's right to ownership of content created or stored by them and therefore the User owns the content created or stored by them. Nevertheless, the Registered Users through this policy, allows EduBridge to use, reproduce, adapt, modify, publish or distribute the content created by such Registered User or stored in the user account for EduBridge' commercial, marketing or any similar purpose. Also, the Registered User grants EduBridge blanket permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of their user account solely as required for the purpose of providing the EduBridge Services to them.

### 5. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, all materials contained in the EduBridge Website, including all design, marks, text and images as well as any software Programs or contents available on this Website are protected by copyright, trademark or other proprietary rights owned by EduBridge. No part of the contents of the EduBridge Website may be copied, reproduced, published, uploaded, posted, transmitted, distributed or stored in any other website or be included in any public or private electronic retrieval system or services without the prior written permission of EduBridge. Any unauthorized use of the Website including but not limited to any other internet, intranet, web or other site or computer environment is strictly prohibited.

## 6. THIRD PARTY SERVICES AND CONTENT:

EduBridge website may be made available or accessed in connection with third party services and content (including advertising) that EduBridge does not control. Registered Users acknowledge that different terms of use and privacy policies may apply to the use of such third-party services and content. EduBridge cannot and does not guarantee the accuracy, integrity or quality of any content provided by such third parties. In addition, users' requirements found on or through the EduBridge Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between them and the third parties. In no event shall EduBridge be liable for any damages arising out of any interaction between users and such parties, without the knowledge of EduBridge. The information provided on the EduBridge Website has been provided on an "AS IS, WHERE IS" basis.

Similarly, Registered Users agree and consent that they shall not: (i) transfer the EduBridge Services or otherwise make it available to any third party; (ii) provide any service based on the EduBridge Services without prior written permission; (iii) use the third party links to sites without agreeing to EduBridge website terms & conditions; (iv) post links to third party sites or use EduBridge's logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the EduBridge Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of EduBridge; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication

## 7. COOKIES

When a Registered User uses the EduBridge Website, EduBridge may place small data files called cookies on the Registered User's computer so as to assist him/ her in making unique preferences and to track Registered User's use of the EduBridge Website, including at times trends and patterns. Registered Users always have the option of disabling cookies via their

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browser preferences. However Registered Users are advised and made aware that if they disable cookies on their browser, some parts of the Website may not function as effectively.

### 8. HOW WE USE COOKIES

- EduBridge uses cookies to remember and process the items in your cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. Further, we may use cookies or other tracking technologies to analyze trends, track users' movements around the website, and gather information about our user base, such as location information based on IP addresses.
- You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.
- If you disable cookies off, some features will be disabled. It won't affect the user's experience that makes your site experience more efficient and some of our services will not function properly.
- EduBridge may collect information related to visitors and machines. Such information includes cookies, IP addresses, pageview activities, and geolocation data. The details of user activities on our website such as number of visits, time spent on our website, and pages clicked are also collected.

## 9. CONSENT TO RECEIVE ADDITIONAL COMMUNICATION FROM EDUBRIDGE

When a Registered User provides his/her consent to avail services from EduBridge, he/she shall also agree to receive communications from EduBridge, such as service announcements, administrative messages and newsletters. The Registered User understands that these routine communications shall also be considered part of using the EduBridge Services. As part of EduBridge's policy to provide total privacy, EduBridge shall provide the Registered User with an option of opting out from receiving newsletters from the services' information provided through such communication means. However, the Registered Users shall not be able to opt-out from receiving service announcements and administrative messages.

# 10. DIVULGENCE OF CONFIDENTIAL INFORMATION

EduBridge agrees that they shall fully cooperate with law enforcement inquiries, court orders and decrees as well as with other third parties to enforce laws, such as: intellectual property rights, prevention of fraud, theft, harassment and other rights. EduBridge shall be liable to disclose any information and User Content about Registered Users, if it believes in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to court summons, orders/decrees or warrants served on us; (b) protect or defend the rights or property of EduBridge or third parties; (c) assist in an investigation; or (d) respond to an emergency that poses a threat to the safety of Users or other persons.

# 11. SUSPENSION AND TERMINATION

EduBridge may suspend a Registered User account or temporarily disable access to whole or part of any EduBridge Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to the suspension or disabling of user accounts should be made to wecare@edubridgeindia.in within 15 days of being notified about the suspension. EduBridge may terminate a suspended or disabled user account after 30 (thirty) days. It will also terminate the user account on request from the Registered User. In addition, EduBridge reserves the right to terminate a Registered User account and deny the EduBridge Services upon reasonable belief that there has been violation of the "Registered Users' Acceptance of Terms of Use". Termination of Registered User account will include denial of access to all EduBridge Services, deletion of information in such user account such as email address and password and deletion of all data in the relevant user account.

### 12. DATA HANDLING UPON TERMINATION

EduBridge saves all the information and User Content of a Registered User in their database/servers until their membership with EduBridge is terminated and/or the Registered User voluntarily chooses to delete his/her User Account. Please note that once a membership is terminated or the Registered User chooses to delete his/her User Account, all relevant information and User Content cannot be recovered. A Registered User may however continue to receive email communications or updates for a short period of time until EduBridge has updated its databases. Notwithstanding anything, EduBridge reserves its right to maintain information on Users who have been removed for violating terms of Use or otherwise.

## 13. INACTIVE USER ACCOUNTS POLICY

EduBridge reserves the right to terminate unpaid user accounts that are inactive for a continuous period of 30 days. In the

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event of such termination, all data associated with such user account will be deleted. Please note that EduBridge will always provide the Registered User with prior notice of such termination and the option to back up the data. The data deletion shall be implemented with respect to any or all of the EduBridge Services stored in the EduBridge database and server.

#### 14. NOTIFICATION OF CHANGES

EduBridge may update this Privacy Policy from time to time as EduBridge's services change and expand. If EduBridge makes substantial changes to this Privacy Policy, it will post the updated policy on its website. Once any changes that EduBridge makes to this Privacy Policy become effective, a Registered User's continued use of the Website after such time shall signify his/her unconditional acceptance of the new terms.

### 15. ANTI SPAM POLICY

This policy is applicable to all EduBridge services that maybe used for transmitting bulk emails or commercial emails, promotional message, etc. A Registered User agrees to EduBridge Anti-Spam Policy as a precondition to use the aforementioned services unless he/ she has provided his/ her express consent to receive mails or messages on the subject of such mail or message, such as permission-based email marketing.

Registered Users agree to be solely responsible for the contents of such transmissions. They agree not to use the EduBridge Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another. They agree not to use EduBridge Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. EduBridge reserves the right to terminate their access to the EduBridge Services if there are reasonable grounds to believe that such Registered User has used the Services for any illegal or unauthorized activity

### **16. LINKING TO OTHER SITES**

EduBridge is not responsible for the privacy practices or the content of any other websites which provide a link to <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>. By clicking on a link, logo or other such items, or using certain services available on such websites, please note that the Registered User may no longer be on the EduBridge Website. To check what Internet location a Registered User is on or is currently accessing, please note the URL at the top and/or bottom of the browser. EduBridge encourages its Registered Users to read the posted privacy statements of the other websites whenever interacting with any website.

# 17. INTEGRATION WITH LINKED WEBSITES AND THIRD-PARTY WEBSITES

Links to external, or third party websites, may be provided solely for your convenience. Such links from us to an external website do not imply or mean that EduBridge endorses or accepts any responsibility for the content or the use of such a website. EduBridge does not give any representation regarding the quality, safety, suitability, or reliability of any external websites or any of the content or materials contained in them. It is important for you to take necessary precautions, especially to ensure appropriate safety from viruses, worms, Trojan horses and other potentially destructive items.

# 18. THIRD-PARTY AD NETWORKS

Our website may use third-party network advertisers to display advertisements about our Products on third-party websites, based on your visits to our site as well as other websites. This enables us and these third parties to target advertisements by displaying ads for our Products that might interest you.

Third-party network advertisers' services may use cookies, JavaScript, and other technologies to make their ads effective and to personalize them to connect to you. These third-party cookies and other technologies are governed by each third party's specific privacy policy and not this one. We may provide these third-party advertisers with anonymized and aggregated information about your usage of our website and our Products; however, we do not share your Personal Data with these third parties. You also have the option of denying access to data to such third-party ad networks.

### 19. ANONYMIZED INFORMATION

Notwithstanding anything to the contrary in this policy, EduBridge may use any information provided to EduBridge in relation to or as part of the services in providing services to its other clients, and to develop and create reports, statistical analysis, and benchmarking analyses for its clients provided that such reports contain only anonymous, aggregated data and do not identify you by name. Such information may also be shared with or to service providers, clients and other companies.

### **20. AGE RESTRICTIONS**

You explicitly agree you are 18 years of age or older, unless represented by a parent or legal guardian, provided that where the collection of any information becomes necessary for the performance of our contractual obligations, or when required under the concerned law, we shall notify you in a time-bound and appropriate manner, informing the purposes and reasons for such collection and seek your explicit consent, and where applicable, parental authorization, prior to the processing of such data. If EduBridge determines that it is in possession of any information belonging to an individual below 18 years of age which is submitted, collected or generated in breach of the terms of this Policy, it will delete the same without any notice to the individual to whom such information belongs to.

### 21. PASSIVE DATA COLLECTION

EduBridge might automatically collect some data about you when you are using any of our products or services, using methods like cookies and other tracking technologies. Information automatically collected includes cookies, page views, geolocation data, IP (internet protocol) addresses, browser and OS (Operating System) type, ISP (Internet Service Provider), files viewed and downloaded from our websites, referral and exit pages and click stream data. Such data does not have an expiry date and we do not delete this data. This data is stored in the form of logs or in third party tracking and analytics softwares like Google analytics, Linkedin Insights etc.

#### 22. CONTACT US

If a Registered User wishes to report a violation of this Privacy Policy or has any questions or needs assistance, please contact wecare@edubridgeindia.in

## **EDUBRIDGE PRICING AND REFUND POLICY**

Thank you for buying our courses. We ensure that our users have a rewarding experience while they discover, assess, and purchase our courses, whether it is an online course or any other service otherwise. As with any online purchase experience, there are terms and conditions that govern the Refund Policy. When you buy a product and/or service on <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>, you agree to our Privacy Policy, Terms of Use and all other policies.

### Price Range

At EduBridge, we have customized pricing according to the services rendered by us. The details are provided to you beforehand according to the effort, efficiency and the output of the service.

# **Pricing Errors**

We work hard to ensure the accuracy of pricing. Despite our efforts, pricing errors may still occur. If a course's price is higher than the price displayed, we will cancel your order for that item and notify you of the cancellation.

# **Shopping Cart**

Items in your Cart reflect the current price displayed on the item's product details page. Please note: This price may differ from the price displayed when the item was first placed in your Cart.

Service is offered for sale by EduBridge for your personal reference and not for resale. Therefore, we reserve the right to refuse to sell to any person whom we believe may be purchasing for resale.

### **Refunds policy**

- Unless otherwise specified anywhere on the website, which pertains to a refund for a particular product or service, EduBridge has a no-refund policy. This clause is applicable to any and all kinds of fees paid on the website.
- Refunds of any duplicate payments will be processed via the same source (original method of payment) within 30 working days after you have submitted your request.
- Unless otherwise expressly agreed in writing by EduBridge Learning Private Limited, full payment for participation in a Program is required at the time of registration.
- If you cancel your paid enrolment, EduBridge Learning Private Limited will not offer you a refund.
- If you pre-enrol, pay for a course and EduBridge is unable to start its service for a time frame of 365 days from the date of payment for reasons completely attributable to EduBridge, EduBridge will offer you a complete refund.
- Please note that EduBridge Learning Private Limited treats violations of policies very seriously and that it has no
  obligation to offer refunds to users who violate these terms, even if their requests are made within the designated
  refund period (if any).
- Similarly, EduBridge Learning Private Limited has no obligation to offer late refunds to users who do not receive a passing mark in the offering, or who are otherwise unsatisfied with their final grade.
- Except as described in this Refund Policy or as explicitly stated as part of the sign-up process for a Service, EduBridge Learning Private Limited has no obligation to provide refunds or vouchers for any Services.

## PAYMENT FRAUD PREVENTION POLICY

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### **Background And Objectives of Policy**

This document sets forth a prevention policy of payment frauds, to enforce controls and to aid in prevention and detection of payment frauds at EduBridge. The intent of the policy is to make you aware of the standard payment procedure that you have to follow for making any payments for availing our Services and providing guidelines for reporting and conduct of investigations of suspected fraudulent behaviour.

#### **Standard Payment Process**

You have to make all the relevant payments with respect to the Service you are availing through <a href="www.edubridgeindia.com">www.edubridgeindia.com</a>. No representative from EduBridge will request you to make payments through any other medium. In case you have any queries, please feel free to write to us at <a href="wecare@edubridgeindia.in">wecare@edubridgeindia.in</a> before initiating the payment process. Additionally, if you receive any such unusual request from any of our representatives/purported representatives, you may report this behaviour by writing to us at <a href="wecare@edubridgeindia.in">wecare@edubridgeindia.in</a>

### **Actions Constituting Payment Fraud**

The following acts may constitute a payment fraud:

- A request to make payment through any other medium besides www.edubridgeindia.com
- A request to make payment in an unrecognized/unofficial bank account.
- Any request for sharing your bank account details, Card PINs, UPI IDs or such details;
- A payment request sent to you through any email id besides your program's official email id.
- Any payment instructions given to you verbally or over unofficial communication channels such as whatsapp, text messaging, over a phone call, etc.
- Any similar or related inappropriate conduct.

Please note that the aforementioned list is not an exhaustive list with respect to the subject matter, and shall only be construed as an indicative list.

## **Reporting Process**

If you suspect, or are a victim of payment fraud, please forthwith write to us at <a href="weetare@edubridgeindia.in">weetare@edubridgeindia.in</a> and share all the relevant proofs and correspondence with respect to the transaction in question. We will look into the matter and conduct the necessary investigation as per our internal process and guidelines. If required, we will take the appropriate disciplinary and legal action against the offender.

## **False Reporting**

If it is established that you have falsely raised the complaint, then without prejudice to legal rights and remedies that EduBridge may have, we will also be entitled to terminate the provision of our Services to you without any legal or financial liabilities towards you.

# **PAYMENT - EMI PROVIDER RELATIONSHIP**

We acknowledge and highlight that within the framework, we maintain business partnerships, affiliations and tie-ups with various EMI providers to support our users to finance the cost of purchase. These EMI providers function as distinct and autonomous entities in their operations. It is important to emphasize that our company's role in this arrangement is that of a facilitator.

While we collaborate with EMI providers to offer the convenience of instalment-based payment options to our registered users, it is crucial to recognize that each EMI provider operates independently. They determine their terms, conditions, interest rates, and other associated factors without direct influence from EduBridge.

EduBridge does not exert control over the decisions, policies, or practices of EMI providers. Any interactions, transactions, or disputes arising between our users and the EMI providers are to be addressed directly with the respective EMI provider.

We are committed to enhancing the customer experience by providing access to EMI options through our tie-ups with EMI providers. However, we do not assume responsibility for the actions or outcomes resulting from transactions with EMI providers.

By entering into this agreement, all parties acknowledge the independent nature of the EMI providers and the role of EduBridge as a facilitator in connecting customers with these providers.

## **EDUBRIDGE HONOR CODE**

All users participating in the class must agree to abide by the following code:

• User will register for only one account, unless expressly permitted to register for additional accounts by EduBridge.

- The answers to homework, quizzes, exams, projects, and other assignments will be user's own work (except for assignments that explicitly permit collaboration).
- User will not make solutions to homework, quizzes, exams, projects, and other assignments available to anyone else (except to the extent an assignment explicitly permits sharing solutions). This includes both solutions written by the user, as well as any solutions provided by the course staff or others.
- User will not engage in any other activities that will dishonestly improve the results or dishonestly improve or hurt the results of others.
- EduBridge WeCare team will call the user to seek feedback during the training period and after placements to provide any help and support needed. The user is requested to share honest feedback on these calls.
- User testimonials/training videos/pictures may be used by EduBridge in various forums to encourage/motivate other users or to share with recruiters and other corporates. By enrolling, you agree and provide your consent and allow EduBridge to utilize the same.
- Users are requested to pay the enrolment fees ONLY as per the fees shown on the website or the poster at the EduBridge Website or at the EduBridge Academy.
- Users are NOT required to pay ANY additional fees to any other person and any such request must be escalated to EduBridge through the Toll-Free Helpline Number.
- Users must attend classes regularly.
- Users must maintain the highest standards of discipline. Failure to maintain the required standards of discipline will result in the user being dropped from the course.
- You (our User) are prohibited from using our Services to share content that:
  - o Contains illegal content or promotes illegal activities with the intent to commit such activities.
  - Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a
    genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or
    encourages harm.
  - O Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
  - Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
  - o Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
  - Otherwise violates the EduBridge Terms of Use. Please note that specific Content Offerings may have additional rules and requirements.
- You also aren't allowed to:
  - o Do anything that violates local, state, national, or international law or breaches any of your contractual obligations or fiduciary duties.
  - o Share your password, let anyone access your account, or do anything that might put your account at risk.
  - o Attempt to access any other user's account.
  - Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
  - o Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
  - o Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
  - Try to reverse engineer any portion of our Services.
  - Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
  - Use our Services to distribute malware.
  - Use our Services or any functionality of the EduBridge platform for anything other than for completing online courses or for pedagogical purposes.
  - o Impersonate or misrepresent your affiliation with any person or entity.
  - o Encourage or help anyone do any of the things on this list.

Registered Users must access and manage their accounts regularly as EduBridge will send vital information from time to time (for example on exam arrangements, course-related alerts and the sending of invoices and reminders) and will assume that registered users have opened and acted on these communications. It is each user's responsibility to check their account to ensure that all official communications are received.

APPLICABLE FOR USERS WHO REGISTER, ENROLL AND USE ANY SERVICES ON EDUBRIDGEINDIA.COM IMPARTED THROUGH EDUBRIDGE LEARNING PRIVATE LIMITED, EBSC TECHNOLOGIES PRIVATE LIMITED OR ANY OF ITS SUBSIDAIRES AND ASSOCIATES.

# **REGISTERED USER'S ACCEPTANCE OF TERMS AND CONDITIONS**

This is an Agreement between You (in your capacity as "Registered User") and EduBridge Learning Private Limited (hereinafter referred to as the "EduBridge") that governs the rules and regulations concerning availment of Products and/ or services (hereinafter referred to as "Services") that may be offered by EduBridge or its associates or affiliates through its website <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>, mobile application, SMS or any other medium, as may be decided from time to time (hereinafter collectively referred to as "EduBridge Interface"). When you access and/ or use any of the EduBridge Interface, you agree to be bound by these Terms and Conditions (hereinafter referred to as the "Terms").

As some of our Services may be software based that can be downloaded to your computer, phone, tablet, or other devices, you agree that we may automatically update this software and that these Terms will apply to such updates as well. In case you intend to avail of any Products or Services through any of the EduBridge Interface, you are advised to make a proper enquiry before you rely, act upon or enter into any transaction (including but not limited to monetary transaction) in relation to availing of Services from EduBridge. Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms.

## **Using Our Services**

#### Who May Use our Services?

You may use our Services only if you can form a binding contract with us, and only in compliance with these Terms and all applicable laws. When You submit your registration, and subsequently when You use certain features, you must provide us with accurate and complete information, and You agree to update your information to keep it accurate and complete, at all times. Any use or access by anyone under the age of 18 is prohibited, and certain regions and Content Offerings may have additional requirements and/or restrictions as well.

### Our License to You

Subject to these Terms and policies framed by EduBridge from time to time, we agree to grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by EduBridge, and you will not share with any third-party access to or access information for your account. Using and/ or availing of EduBridge Services does not give you ownership of any intellectual property rights in our Services or the content you may access.

## **Content Offerings**

## Changes to Content Offerings

EduBridge offers courses and content ("Content Offerings") which might be from its own creation, third-party tie-up, and other providers ("Content Providers"). While we seek to provide world-class Content Offerings, unexpected events do occur. EduBridge reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings, or change the point value or weight of any assignment, quiz, or other assessment. Content Offerings are subject to the Disclaimers and Limitation of Liability sections below.

### No Academic Credit

Unless otherwise explicitly indicated, participation in or completion of Content Offering does not confer any academic credit. Even if credit is awarded, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Content Offerings unless you have earned a Course Certificate or other equivalent documentation of your completion of the Content Offerings. EduBridge, instructors, and the associated Content Providers have no obligation to have Content Offerings recognized by any educational institution or accreditation organization.

### **Your Content**

### User Content

The Services enable You to share your content, such as homework, quizzes, exams, projects, other assignments You submit, posts You make in the forums, and the like ("User Content"), with EduBridge, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content You share. User Content does not include course content or other materials made available on or placed on to the EduBridge platform by or on behalf of EduBridge's Content Providers or their instructors using the Services, the Content Offerings; as between EduBridge and its Content Providers, such Content Offerings are governed by the relevant agreements in place between EduBridge and its Content Providers.

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### How EduBridge and Others May Use User Content

To the extent that You provide User Content, you grant EduBridge a fully-transferable, royalty-free, perpetual, sub-licensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. This license includes granting EduBridge the right to authorize Partners to use User Content with their registered user, or other users independent of the Services. Nothing in these Terms shall restrict other legal rights EduBridge may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

#### Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, EduBridge does not waive any rights to use similar or related Feedback previously known to EduBridge, developed by its employees or contractors, or obtained from other sources.

## Security

We care about the security of our users. While we work to protect the security of your account and related information, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

### **Third Party Content**

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. EduBridge cannot guarantee that such third-party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. We disclaim any responsibility or liability related to your access or use of, or inability to access and use, such third-party content.

Similarly, EduBridge does not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any services, deals, coupons or other promotions or materials, including advice, ratings, and recommendations of third-party entities contained on, distributed through, or linked, downloaded or accessed from the EduBridge Interface.

References that EduBridge makes to any names, marks, products or services of third parties or hypertext links to third-party sites or third-party information do not constitute or imply its endorsement, sponsorship or recommendation of the relevant third party, of the quality of any service, advice, information or other materials displayed, purchased, or obtained by the users as a result of an advertisement or any other information or offer in or in connection with the EduBridge Interface.

EduBridge does not confirm, does not acknowledge, or subscribe to the claims and representation made by the third-party entities listed with EduBridge. Further, EduBridge is not at all responsible for any act of third parties listed at EduBridge.

### **Intellectual Property Rights**

"Content" means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials.

The Platform, Programs and related services are owned and operated by EduBridge and its licensors. All Content or other material available on the Platform or through the Programs, including but not limited to online/live lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files (collectively "EduBridge Content"), are the property of EduBridge and/or its affiliates or licensors, and are protected by copyright, patent and/or other proprietary intellectual property rights under Indian and foreign laws.

EduBridge logos, trademarks and service marks that may appear on the Platform and in the Program are the property of EduBridge and are protected under Indian and foreign laws. All other trademarks, service marks and logos used on the Platforms, Online Courses or Programs, with or without attribution, are the trademarks, service marks or logos of their respective owners. In addition, elements of the Platforms are protected and may not be copied, reproduced, downloaded or distributed in any way in whole or in part without the express written consent.

As a condition of accessing the Platforms and/or using the Programs, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose any EduBridge Content or any portion of it thereof, other than as expressly allowed under these Terms; and (b) use the EduBridge Marks or the name, trademarks, service marks, or other materials of any Educational Partner in connection with, or to transmit, any unsolicited communications or emails or for any other unauthorised purpose.

Please verify all Content prior to use. In the event you come across any Content that is incorrect, infringing, offensive, indecent or objectionable, please notify us immediately.

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Additionally, from time to time EduBridge (or its third-party service providers) may request users to review Content or beta-test the Platform. The works derived from such activity shall remain the sole and exclusive property of/or its third-party service providers, as applicable.

## **Third-Party Intellectual Property**

EduBridge respects third-party intellectual property rights and actively supports protection of all third-party intellectual property including copyrights and trademarks ("IP"). It is our policy to expeditiously respond to clear notices of alleged IP infringement. If we receive proper notification of IP infringement, our response to such notices will include removing or disabling access to material claimed to be the subject of infringing activity.

EduBridge shall not be held liable for the unauthorised use of any third-party IP, and the user that carries out such unauthorised use or infringes any IP available on the Platform shall fully indemnify and hold EduBridge harmless against any and all claims that may arise as a result of such use.

If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- an electronic or physical signature of the person authorised to act on behalf of the owner of the product, copyright or other intellectual property interest;
- a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;
- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Platform/Program;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorised by the owner of the product, work, copyright or intellectual property, or its agent, or applicable law; and
- a statement by you, made under the penalty of perjury, that the aforementioned information in your notice is accurate and that you are the product, work, copyright or intellectual property owner or authorised to act on such owner's behalf.

For notices of disputes or claims of copyright or other intellectual property infringement, please connect with us at <a href="mailto:wecare@edubridgeindia.in">wecare@edubridgeindia.in</a>

### **Education Research**

EduBridge is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the Content Offerings. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

## Paid Services from EduBridge

EduBridge offers paid Services (e.g., Course Certificates, Training, and Placement Assistance) for a fee. Unless otherwise stated, all fees are quoted in Indian Rupees. You are responsible for paying all fees charged by or for EduBridge and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location, our support partners and other factors, and EduBridge reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy.

# **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop part of our Services altogether. Accordingly, EduBridge may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. We may not be able to deliver the Services to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of EduBridge, its Content Providers and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "EduBridge Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

## **Limitation of Liability**

To the maximum extent permitted by law, EduBridge parties shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the services;

(b) any conduct or content of any party other than the applicable EduBridge party, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorised access, use, or alteration of your content or information. In no event shall EduBridge aggregate liability for all claims related to the services exceed INR 1 or the total amount of fees received by EduBridge from you for the use of paid services during the past six months, whichever is lesser.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in these terms of use reflect a reasonable and fair allocation of risk between You and the EduBridge parties, and that these limitations are an essential basis for EduBridge's ability to make the services available to You on an economically feasible basis.

You further expressly acknowledge and affirm that EduBridge is providing the Services "as is a site" and that EduBridge is not making and has not made any warranty or representation as to suitability and/ or merchantability and/ or quality of the Services which would be supplied/ provided by third party entities. You agree that in using EduBridge Interface, you will not be relying on any statement or representation made by EduBridge which is not expressly contained in this Agreement.

IN NO EVENT SHALL EDUBRIDGE BE LIABLE TO YOU FOR, USE, MISUSE OR RELIANCE ON ANY OF THE EDUBRIDGE INTERFACE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF EDUBRIDGE IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF ANY OF THE EDUBRIDGE INTERFACE, THE MATERIALS OR THE INTERNET GENERALLY, OR THE USE (OR INABILITY TO USE), RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY EDUBRIDGE INTERFACE THAT IS PREPARED AND/ OR PROVIDED BY THIRD PARTY ENTITIES. EDUBRIDGE DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED BY THIRD PARTY ENTITIES ON ANY OF THE EDUBRIDGE INTERFACE OR OTHER MATERIAL ACCESSIBLE FROM THE EDUBRIDGE INTERFACE.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS EDUBRIDGE INTERFACE AND THE INTERNET GENERALLY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

You agree that any cause of action related to the Services must commence within 90 days after the cause of action accrues. Otherwise, such cause of action is permanently barred.

### Indemnification

You agree to indemnify, defend, and hold harmless the EduBridge and its affiliates, employees, agents and representatives from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Products or Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights. These obligations will survive termination of this Agreement (including the Terms and Conditions).

### **Unlawful Activity**

EduBridge reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of the Terms and to take any action it deems fit and appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to the Registered Users' registration data, usage history, posted materials, IP addresses and traffic information etc, as may be required from to time.

### **Privacy Policy**

EduBridge is committed to protecting the privacy and confidentiality of any personal information that it may request and receive from you, other clients, customers, Business Partners and other users of the Website.

## **Force Majeure**

You agree and consent that EduBridge would not be held liable for breach of these Terms to the extent that such breach is caused by or arises out from prohibition or restriction by law or regulation or any government, fire, flood, storms, weather, strike, lock-out or other labour problems, accident, riots, acts of God or any other events which is beyond its control.

## **Governing Law and Jurisdiction**

This Agreement shall be governed and construed in accordance with the laws in India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Kolkata, West Bengal, India.

### **Arbitration**

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In the event a dispute arises between you and EduBridge as per the Terms, the Parties shall attempt to amicably resolve the dispute through mutual discussions.

Where the dispute is not resolved for a period of 90 days from the date of the dispute, either Party can, upon giving written notice to the other party, declare its intention to initiate arbitration proceedings.

The arbitration will be conducted in English in accordance with the rules prescribed under the Arbitration and Conciliation Act, 2013. The venue for the arbitration shall be Kolkata, West Bengal, India. The arbitration shall be conducted by a sole arbitrator appointed by EduBridge. The award of the arbitrator shall be final and binding on the parties. Each Party shall bear its own cost of arbitration.

#### **Provisions are Severable**

Each provision of this Agreement (including these Terms) is severable. Severance does not affect any other provisions of this Agreement.

You are advised to exit the EduBridge Interface, if they do not agree to the terms contained in this Agreement (including these Terms and Conditions).

#### **Feedback**

Unless expressly provided otherwise by EduBridge, all comments, feedback, information or materials submitted to EduBridge through or in association with the Site shall be considered non-confidential and EduBridge's property. By submitting such comments, feedback, information or materials to EduBridge, the visitor of the Site agrees to a no-charge assignment to EduBridge of all worldwide rights, title and interest in copyrights and other intellectual property rights to the comments, feedback, information or materials. EduBridge shall be free to use, copy, publish or distribute such comments, feedback, information or materials on an unrestricted basis without accounting to the visitor of the Site.

### **Help Desk**

For further queries & assistance, you may call on EduBridge's customer service number as indicated on the website or write to us at wecare@edubridgeindia.in

# **TERMS AND CONDITIONS FOR REFER & EARN PROGRAM**

# **Program Participation**

The Program is available only for new course purchase on <a href="www.edubridgeindia.com">www.edubridgeindia.com</a>. EduBridge users/customers, who initiate a referral, are defined as "Referrers." Non-customers or those who purchase courses based upon a referral are defined as "Referees."

This policy does not apply to employees and or partners of EduBridge or any of its subsidiaries.

### Process

For you to be eligible for receiving the referral amount/gift cards for referring a new member,

- You should have been the first referee for this referral.
- The referral information should have not been received through any other source of lead generation used by EduBridge
- The referee must make a purchase of eligible course or service.
- The referee who enrols must be new (and not a returning or existing) www.edubridgeindia.com customer.
- Determining whether the customer is new is subject to the sole discretion of EduBridge.
- The referee must not cancel the order and the order must not be returned or refunded.
- The referrer is eligible for referral credit only on the first transaction of the new referee.
- Based on product and service requirement, which might differ, the referee should have completed minimum 25% of training/service in their enrolled course for the referral amount eligibility.
- The referral amount would be as noted on https://www.edubridgeindia.com/refer-and-earn
- The FAQs on above mentioned page in regard to this program too form part of the terms and conditions.

### **Other Terms & Conditions**

Participation in this Refer and Earn Program may require you to submit personal information about you and the customers you refer, such as name and email address. You agree to receive communications from us with regard to your participation in the Refer and Earn Program, and to allow us to communicate with your friends/connections about your participation (for example, by disclosing to your friends that an invitation was sent by you). Any information collected from you or your referred customers as part of the Refer and Earn Program will be subject to EduBridge's Terms and Conditions.

No responsibility will be taken by EduBridge Learning Private Limited or its subsidiaries for Referral Submissions that are illegible, lost, misdirected, improperly recorded or not received for any other reason.

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In case of any fraudulent use of the program, the company holds the right to withdraw the referral without notice. EduBridge reserves the right to terminate and/or modify this offer at any time without prior notice.

## **Account termination**

We may terminate your eligibility to earn referral credit or terminate your account, or the accounts of EduBridge members you refer, if you or they take any of the following actions:

- Open multiple accounts, including with different e-mail addresses, for the same person in order to generate additional referral credits;
- Refer customers using spam or unsolicited e-mails
- Use false names, impersonate other people, or otherwise provide false or misleading information to us;
- Offer incentives to others who register new accounts;
- Violate these terms or any other terms and conditions on www.edubridgeindia.com
- Participate in the Refer and Earn Program were doing so would be prohibited by any applicable law or regulations.

#### Disclaimer

We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove or otherwise change these terms, including without limitation: changing the amount of the referral bonus, modifying how you may earn and spend referral credits, modifying the duration, expiration or vendor of the gift cards, requiring minimum purchase amounts for use of gift cards, instituting maximum amount of referral credits that you may earn, and discontinuing the Refer and Earn Program entirely. We will post an updated version of these terms on the website, and you will be deemed to have accepted such changes by continuing to use the website or the Refer and Earn Program after the date such changes are posted.

## **EDUCATIONAL PARTNERS AND ACCREDITATION**

EduBridge is NOT a university, but an education service provider, offering Programs conceptualized by its experts or in consultation with Indian and International universities, educational institutions, governmental authorities, NGOs, corporates, etc. (each an "Educational Partner").

You agree and acknowledge that nothing in these Terms or otherwise with respect to the use of the Platform or any Program (a) enrols or registers you in an Educational Partner, or any other school, division, institute or program of or associated with an Educational Partner, and (b) allows you to access or use the resources or receive any benefits or privileges of any Educational Partner, beyond the Programs.

EduBridge may offer a credential or other acknowledgement for participants who have satisfactorily demonstrated mastery of the Program material. The decision to award any such credential acknowledgement to a given participant will be solely at the discretion of EduBridge. EduBridge may choose not to offer any credential or other acknowledgement for some Programs. EduBridge may decide at its sole discretion whether to provide a record concerning a participant's performance in a Program. The format of any credential or other acknowledgement, and of any performance, provided by EduBridge relating to Programs will be determined by EduBridge at its sole discretion and may vary from Program to Program.

You will be awarded a certificate of successful completion of a Program ("Program Certificate") only upon fulfilling the criteria and requirements of EduBridge and its Educational Partners. You acknowledge that any such Program Certificate awarded may not be affiliated to any Educational Partner and may not stand in the place of a course taken with an Educational Partner or convey academic credit or certification for any Educational Partner.

You will not receive academic credit from EduBridge or any other Educational Partner for taking a Program. If you are taking a Program for academic credit or certification as a student of, or otherwise through, an Educational Partner, any such credit or certification may only be awarded directly by the Educational Partner based on its own policies and procedures, and you may be required by that Educational Partner to be registered or enrolled with the Educational Partner in order to receive credit or certification; and, in any event, EduBridge will not have any authority or responsibility with respect to any award of academic credit or certification provided by an Educational Partner for a Program.

You acknowledge and agree that any Program affiliated with an Educational Partner may be subject to the terms, policies and procedures of the applicable Educational Partner in addition to EduBridge's Terms. Without limiting the foregoing, if you are a student registered or enrolled at, or are otherwise attending, an Educational Partner and are taking a Program for credit or certification through that Educational Partner, you acknowledge and agree that (a) the Educational Partner may have its own terms, policies or procedures regarding your eligibility to participate in the Program, your participation in the Program, the

APPLICABLE FOR USERS WHO REGISTER, ENROLL AND USE ANY SERVICES ON EDUBRIDGEINDIA.COM IMPARTED THROUGH EDUBRIDGE LEARNING PRIVATE LIMITED, EBSC TECHNOLOGIES PRIVATE LIMITED OR ANY OF ITS SUBSIDAIRES AND ASSOCIATES.

requirements or prerequisites for receiving credit or certification for the Program, and/or your educational or student records as they may relate to your participation and performance in the Program, and (b) your educational or student records are maintained by the Educational Partner, including for purposes of assigning credit or certification, and not EduBridge.

## SECURE YOUR SALARY WITH DIGIT GROUP'S TOTAL PROTECT POLICY

EduBridge intends to provide clear and unbiased information about the above-named insurance product and service. The information and data are generic in nature. Our efforts are to offer unbiased, accurate and responsible data to the best of our ability. We are however, in no manner or form responsible for any discrepancies in the data published on our website.

There is no intention or purpose of violating any intellectual property or ancillary rights. All information provided on the portal **www.edubridgeindia.com** is subject to it's discretion and is likely to change without any notice.

Although we have tried to maintain high standards in quality, clarity and accuracy of the material posted on the portal. EduBridge is not legally responsible for the same in any manner what so ever.

Employees, partners and associated staff of EduBridge are not accountable for any loss, harm or damage that occurs or may occur or arise from the usage of information from the portal. Customers/Users/Learners are advised to use their own discretion in such matters.

It is important to understand that insurance is a subject matter of solicitation and market risks. It is the responsibility of the customer to understand the limitations of insurance policies and the risks involved, and under no circumstance, form or manner, do we (EduBridge) take any liability in such cases. We also recommend you to please read the subject and offer documents carefully.

It is a mutual understanding between us and the customers that their association with the portal will be at the customer's sole discretion and risk

You hereby agree and confirm that you shall be solely responsible for the authenticity of the document uploaded here. We are acting only as a facilitator and claim acceptance or rejection is the sole discretion of the insurer.

Visitors to this website/portal and every third party is hereby informed that the owners of this website/portal, are not the agents, corporate agents, related party or intermediaries of the insurers, whose products are dealt with in this website/portal. They are also not the sub-agents or sub-intermediaries of the agents and intermediaries of the respective insurers. Though endeavour is made to showcase correct policy/product features, etc., based on the information provided by the insurers, it is made abundantly clear that EduBridge, its directors, shareholders, officers and employees and <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a> are in no way responsible or liable and every policyholder shall be solely responsible for the consequences.

## PROGRAM RELATED – KEY TERMS AND CONDITIONS

This is an Agreement between You (in Your capacity as "Candidate") and EduBridge Learning Private Limited (hereinafter referred to as "EduBridge") that elucidates the terms and regulations concerning different program and features (hereinafter referred to as "Program") offered by EduBridge or its associates or affiliates through its Website (<a href="www.edubridgeindia.com">www.edubridgeindia.com</a>), mobile application, SMS or any other medium, as may be decided from time to time (hereinafter collectively referred as "EduBridge Interface"). This Agreement shall run parallel and concurrently with EduBridge's Privacy Policy, existing Refund Policy, General Terms and Conditions and EduBridge's Honour Code (hereinafter collectively referred to as "Policies"), as may be prevalent from time to time.

As the Program is exclusively conducted vide online mode and can be downloaded to the Candidate's computer, phone, computer, tablet, or other device, you agree that EduBridge may automatically update the software and that these Terms will apply to such updates as well. In case You intend to avail of any services, you are advised to make a relevant and diligent enquiry before You rely on, act upon, or enter into any transaction (including but not limited to monetary transactions) in relation to availing of Services from EduBridge. Please read these Terms carefully and contact us if You have any queries or doubts. By using our Services, you agree to be bound by these Terms, as well as those of the Policies mentioned above.

# 1. Interpretation

"Course" shall mean and include the academic curriculum designed and prepared by EduBridge as part of the Program, whether in hard copy or electronic form;

"Fees" shall mean the cumulative fees payable/ paid by You to EduBridge for availing the Services under this Program;

"Intellectual Property Right" shall mean all applicable copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) in relation to the Program conducted by EduBridge in terms of this Agreement:

"Program" shall mean ALL programs, products and services offered by EduBridge.

"Services" shall mean and include designing and preparation of Courses and/or the curriculum materials, providing training and/or any other services provided by EduBridge under the Program in terms of this Agreement;

"Website" shall refer to EduBridge's online presence, being www.edubridgeindia.com

### 2. Services

A complete description of all Services provided by EduBridge under the Program is available on EduBridge Interface. EduBridge undertakes and warrants that it provides the Services with demonstrable care and skill in accordance with the description set out on the EduBridge Interface.

Provided however that EduBridge reserves the right to vary or withdraw any of the Services described on the EduBridge Interface without notice. EduBridge expects You to confirm that the Services You have signed up/subscribed will benefit You and meet Your needs. With the sole exception of the Program, EduBridge does not make any guarantee that You will obtain any particular definitive result, professional qualification or employment opportunity by availing Services and/ or completing the Course under the Program.

### 3. Availment of Services under the Program

In order to avail the Services, you shall be required to create and register an account on EduBridge Interface as part of the Program.

Once EduBridge receives a formal request from Your end for availing our Services as part of the Program, EduBridge will contact You to confirm receipt of the same. A legally binding agreement between You and EduBridge shall come into existence when:

- (i) EduBridge confirms and accepts the offer to provide Services to You under the Program; and
- (ii) EduBridge receives payment of the relevant Fees for the Course from You.

Unless otherwise expressly agreed in writing by EduBridge, full payment of Fees for participation in the Program and the Course(s) is required at the time of registration. If the Course includes a trial window, such a trial window shall be made available only after the full payment. During such trial window, upon a request by You and to the satisfaction of EduBridge at its discretion, we may choose to refund the Fees paid, subject to deduction of applicable charges as may have been communicated at the time of registration of the Course. Once the trial window has closed, there will be no refund allowed for any reason whatsoever.

## 4. Non-Response and Service Consideration Clause:

In the event that a user, fails to initiate or schedule the utilization of services (batch start selection) purchased within a period of 90 days from the date of purchase with relevant payment, or in cases where the user remains unresponsive and does not provide any communication or feedback for a continuous duration of 15 days, the following conditions shall apply:

- Services Considered Rendered: EduBridge shall reserve the right to consider the services purchased by the user
  as rendered and fulfilled, irrespective of whether they have been actually utilized or scheduled. The user
  acknowledges that the Company has fulfilled its obligation to provide the services upon the expiration of the
  specified timeframes.
- Waiver of Liability: The user agrees and understands that once the services are considered rendered as per the
  conditions outlined above, EduBridge shall be released from any further liability, obligations, or responsibilities
  pertaining to the delivery, scheduling, or provision of the said services. Users shall not be entitled to any refunds,
  credits, or compensations for the unutilized services.
- Notice of Intent: In the event of the expiration of the specified timeframes or unresponsiveness, EduBridge shall
  make reasonable attempts to notify the user of the impending consideration of services as rendered via the
  contact information provided by the user. Such notification may be made through email, phone calls, or any
  other means deemed appropriate by EduBridge.
- User's Responsibility: It is the sole responsibility of the user to manage their schedule, communicate any scheduling preferences or constraints, and actively engage with EduBridge for the utilization of the purchased services within the stipulated timeframes.

This clause is incorporated into the agreement between the user and EduBridge to ensure clear understanding and expectations regarding the timeframe for service utilization and the impact of non-response or delayed engagement. By engaging in a transaction with EduBridge, the user acknowledges and accepts the terms set forth in this clause.

## 5. Eligibility

The Program will only apply to You if you are a Registered User, who has completed all formalities and procedures of registration. You must have paid the entire Course fees in total and have no outstanding balance yet unpaid, and should have assented to the Registered User's Terms and Conditions on registration for the Course, and EduBridge's Policies as well

Furthermore, you should have all the prerequisites that have been triggered in your journey of enrollment on the website. You will also be expected to provide for inspection, valid marksheets and certificates to validate your degree or complete course of study. If You are an 'Experienced Learner', You will also be expected to provide prior Experience Letters / Appointment Letters and salary details from your previous employers and/ or organizations.

If You are an Indian Citizen, you must have and furnish on request a valid PAN card and Aadhar Card. If You are not an Indian Citizen, you must be eligible to legally work here in India and have the necessary documents to furnish on EduBridge's request. You should also be able to pass any background check conducted with regard to any previous employers you have declared pertaining to prior work experience, or any educational institutes pertaining to academic qualifications.

Any use or access of the Program by anyone under the age of 18 is completely prohibited and certain regions and Content Offerings may have additional requirements and/or restrictions as well.

Failure to comply with these requirements may disbar You and prohibit You from availing of Services under this Agreement, which is at the sole discretion of EduBridge.

## 6. Limited License

EduBridge agrees to grant to You, subject to these Terms and Conditions and our Policies, a limited, personal, non-exclusive, non-transferable and revocable license to use the Services and avail the Program on offer through the EduBridge Interface only. You also agree that You will create, access, and/or use only ONE user account, unless expressly permitted by EduBridge, and You will not share with any third party, access to or information from Your account. You also agree and consent that using and/or availing the Services or Program does not give You ownership of any intellectual property rights in the content you have or may access.

## 7. Third-Party Certification Access and Cost Clause:

EduBridge, hereinafter referred to as the 'Provider,' offers access to third-party certifications, including but not limited to AWS, IBM, and others, as part of its services. These certifications may involve specific assessments, examinations, or evaluations, which are integral to achieving the respective certifications. The following terms govern the access and subsequent costs associated with these third-party certifications:

- Initial Access Provision: Upon enrollment in a relevant EduBridge course that includes access to third-party certifications, the Provider shall grant the user, herein referred to as the 'Participant,' a one-time access to the necessary assessment or examination required for the chosen certification. This access is provided as a component of the course and is intended to facilitate the Participant's pursuit of the certification.
- Subsequent Access and Costs: In cases where the Participant seeks additional access to the assessment, examination, or any related materials beyond the initial provision, it shall be the Participant's responsibility to secure such access directly from the respective third-party certification provider. Any costs, fees, or expenses incurred for subsequent access, reattempting assessments, or accessing related materials shall be borne solely by the Participant.
- Certification Criteria: The Provider is committed to facilitating the Participant's journey and enhancing their
  opportunities through third-party certifications. However, it is essential for the Participant to adhere to the
  specific requirements, guidelines, and policies set forth by the third-party certification providers to successfully
  obtain the desired certification.
- Notification and Guidance: The Provider may offer guidance and information to the Participant regarding the
  process of accessing third-party assessments, examinations, and related resources. The Provider is not
  responsible for the accuracy, availability, or any changes in the policies or procedures of third-party certification
  providers.
- Release of Liability: The Participant acknowledges and agrees that the Provider shall not be held liable for any costs, outcomes, or consequences arising from the Participant's pursuit of third-party certifications beyond the initial access provided by the Provider.

## 8. User Undertaking - Verification of Service Criteria Acknowledgment

User hereby acknowledges and agrees that prior to availing and purchasing any product and/or services outlined on <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>, they have thoroughly reviewed and understood the specific entry as well as other criteria's associated with each product and/or service. The criteria may encompass, but are not limited to, requirements, limitations, eligibility conditions, and any prerequisites necessary for the successful provision of said services.

By proceeding with the payment and utilization of any service, the registered user confirms that they have undertaken due diligence in comprehending the criteria and are fully aware of the implications, responsibilities, and obligations tied to each service. The user further acknowledges that failure to adhere to the specified criteria may result in limitations, delays, or potential disqualification from receiving the intended services.

This clause serves as a declaration of the users informed decision-making process and understanding of the requirements for each service offered. This acknowledgement is legally binding and affirms commitment to fulfilling the necessary conditions to avail of the chosen services.

The following points are provided solely to enhance clarity and understanding. While these points contribute to the overall comprehension of the terms and obligations outlined herein as well as at other places on <a href="https://www.edubridgeindia.com">www.edubridgeindia.com</a>, they do not carry additional legal significance or alter the enforceability of the core provisions. It is important to recognize that the inclusion of these explanatory points is intended solely for the purpose of facilitating interpretation and should not be construed as modifying, limiting, or otherwise impacting the legal rights and obligations. These points lay down emphasis and clarity between the user and EduBridge, specifically for the job guarantee and interview guarantee services.

## When would interview and/or job guarantee-related services be void?

Service shall be automatically considered void, and no further assistance will be provided under the following circumstances:

- You must attend classes regularly. Training completion below 70% will result in you being dropped from the course and thereon not eligible.
- You must have successfully completed all assessments on time and should have scored a B grade and above as your final grade.
- You must have 100% mandatory attendance during the Placement Counselling Sessions, Mock Interviews, etc. in line with the requirements of the Program
- In the event You do not accept and/or acknowledge an offer for placement from any prospective employer within the stipulated time or You refuse to accept an offer extended by any prospective employer under the Program
- If You have accepted an offer of employment from any prospective employer that is outside the scope and purview of the Program before the termination of the guarantee period;
- If You do not attend two (2) consecutive interviews scheduled/organized by EduBridge in terms of the Program, without sufficient reason or permission from EduBridge;
- If You have received an offer of salaried employment, either full-time or part-time, involving either a fixed-term employment contract of at least six (6) months or a temporary or freelance assignment or a permanent employment contract from an organisation (defined as an entity, a private or public legal entity, in particular an enterprise, a private or public institution, local government, etc.) in terms of the Program;
- If You refuse to relocate to the job location as a pre-condition to your offer of acceptance extended by your prospective employer;
- If You do not acknowledge, respond or pay heed to any communication in any form, including but not limited to emails, SMS messages, calls, social media communication, etc. sent and/ or issued by EduBridge or the prospective employer in terms of the Program;
- If You are self-employed during the course of the Program.
- If You are an 'Experienced Learner' and are unable to share prior Experience Letters / Appointment Letters / Pay Slips including Salary Details released by such employers and/or organizations.
- If You are an 'Experienced Learner' and have not categorically indicated any period-based gaps that you have had in the past, in Education and/or in Work Experience.

## 9. Third Party Content

You agree and consent that You shall have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties in terms of the Program. In doing so, EduBridge disclaims any responsibility or liability related to your access or use of, or inability to access and use, such third-party content. Accordingly, EduBridge cannot guarantee that such third-party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein.

Similarly, EduBridge do not investigate, represent, or endorse the accuracy, legality, legitimacy, validity or reliability of any services, deals, coupons or other promotions or materials, including advice, ratings, and recommendations of third-party entities contained on, distributed through, or linked, downloaded or accessed from the EduBridge Interface. References that EduBridge makes to any names, marks, products or services of third parties or hypertext links to third party sites or third party information as part of the Program do not constitute or imply its endorsement, sponsorship or recommendation of the relevant third party, of the quality of any service, advice, information or other materials displayed, purchased, or obtained by the users as a result of an advertisement or any other information or offer in or in connection with the EduBridge Interface.

#### 10. Refunds

Only users who enrol for the Guarantee Program and remain compliant with all Terms and Conditions mentioned in this Agreement and/or otherwise on the website are eligible for a Refund as indicated on the specific product page. If You, for any reason, cancel your paid enrolment for this Program, EduBridge will not offer you a refund. Similarly, if You enrol and pay for a Program, a full refund will be offered to You in the event EduBridge is not able to start training or arrange for Services within a time frame of 365 days from date of such payment. Provided however that no refund shall be allowed in the following circumstances:

- (i) In the event You are found to have illegitimately collaborated on any non-collaborative aspect of Course, or have perpetuated any activity to improperly improve Your results during the Course or the Program; or if any activity, upon completion of the Course, is found to have been done dishonestly, fraudulently, or under false circumstances, or passed off by You which may have impacted prospects of your employment, no refunds will be considered or permitted.
- (ii) In the event You have been provided with an offer of acceptance by a prospective employer, and thereafter You attempt to facilitate another individual's acceptance in place of yourself, either in return for monetary or any other form of consideration, payment or otherwise, you will not be considered eligible for refunds.

For the avoidance of doubt, it is hereby clarified that EduBridge treats violations of Policies very seriously and that it has no obligation to offer refunds to users who violate these terms, even if their requests are made within the designated refund period. Similarly, EduBridge has no obligation to offer late refunds to candidates who do not receive a passing mark in their respective Courses, or who are otherwise dissatisfied with their final grade.

For further queries & and assistance, you may call EduBridge's customer service number as indicated on the website or write to us at <a href="mailto:wecare@edubridgeindia.in">wecare@edubridgeindia.in</a>

# **ELITE LEARNER'S CLUB**

This EduBridge ELITE Learner's Club (ELC) Referral Policy shall be available to Users (referred to as "User", "Users", "Your" or "You") who agree to participate in Referral Scheme floated by EBSC Technologies Private Limited ("EduBridge"), from time to time (the "Scheme"). By participating in this Scheme, you acknowledge and agree to be bound by all the terms and conditions prescribed by EduBridge from time to time, which are in addition to and subject to EduBridge's "Terms of Use" and "Privacy Policy" available on the EduBridge Interface. EduBridge offers curated and specially designed online education/skill development programs and career assistance services for learners ("Program"). By accepting the undernoted terms and conditions, you consent, agree and undertake to abide, be bound to the terms of this Scheme. You agree and confirm that EduBridge has the right to change, modify and/or terminate the Scheme and/or these terms and conditions or any policy or guidelines pertaining to the Scheme in its sole discretion, in whole or in part, at any time and in any manner whatsoever. Your participation in the Scheme confirms your acceptance of these Terms and Conditions and any such changes or modifications made by EduBridge from time to time. You shall ensure to review these Terms & Conditions along with other communications periodically for updates/changes, if any. Your continued participation in the Scheme following the posting of changes shall mean that you accept and agree to the revisions made by EduBridge from time to time. These Terms & Conditions are operational only in India and are open to residents of India above the age of 18 years who are registered Users of the EduBridge Interface. If you do not agree to any of these terms and conditions, you may choose to not participate in the Scheme by reaching out to us.

Definitions: EduBridge shall mean EBSC Technologies Private Limited including, a private company incorporated under the Companies Act, 1956 and having its registered office at 1/1, Pollock Street, Kolkata 700001 West Bengal, India (such expression shall, unless it be repugnant to the subject or context thereof, include its successors, assigns, representatives, its subsidiaries, holding and/or associates and transferees).

"EduBridge Interface" refers to EduBridge platform – www.edubridgeindia.com or mobile application that may be available on Android or iOS systems

"User" shall mean any natural person who has agreed to become a buyer on EduBridge Interface by providing requisite data while registering on the EduBridge Interface as registered user.

"Referrer" shall mean any natural person who has agreed to share details of other person on EduBridge Interface by providing data of the other person to purchase a service.

"Referee" shall mean any natural person whose data has been shared by the Referrer for purchase of a service on the EduBridge Interface.

"Perks" mean coupons/offers/services that are obtained by the Referrer being part of a particular club under this Scheme.

"Privileges" are exclusive access or offers provided to certain set of members as per internal rules applied by EduBridge as a part of the Scheme.

"Participant" or "Participation" shall mean the member who has who has agreed to participate in the Scheme.

### **Terms & Conditions**

EduBridge endeavours to thank and reward the Referrers for patronizing the EduBridge Interface. The instant Scheme offers exclusive benefits, facilities or arrangements which shall be available to the Referrers only by reason of their membership into the Scheme.

ELC Membership shall be available for all Users who have enrolled into a paid course / purchased paid services through the EduBridge Interface and have provided referrals who have purchased services through the EduBridge Interface as well on and after 1<sup>st</sup> January 2023. Notwithstanding anything else contained herein, membership to the Scheme is at the sole discretion of EduBridge and it may refuse membership to any User or disqualify Users without assigning any reasons.

Please note that loyalty units / points indicated on the EduBridge interface will be used for allotment / eligibility of clubs to different users and based on the club that is allocated different exclusive benefits, facilities or arrangements under the Scheme would be available to the user. The relevant Referrers shall be awarded coupons/offers/services based on purchase of paid products / services by the Referee on the EduBridge Interface. Clubs have no monetary value associated with them and therefore cannot be converted to cash or used in lieu of cash, and cannot be used in exchange for cash.

Below are the different categories and understanding on how the club would function.

Club Category	Referrer	Referee Enrolment in	Minimum Referral Amount Earned (In INR)	Validity Once Club is Achieved
Silver	All	NA	0	NA
Gold		Learn with Master Trainer Courses	7500	1 Year
Diamond			35000	1 Year
Platinum			75000	1 Year

## **Elaborate Explanation for Validity Condition:**

## Example 1:

Start Date	Date of Achievement for Club Upgrade or Move Down	What is Achieved	Club Eligibility	Till what date is club benefits valid	Remarks
01-12-2022	01-01-2023	> INR 35000 Earned	Diamond	31-12-2023	Upgraded
01-12-2022	01-03-2023	> INR 75000 Earned	Platinum	29-02-2024	Upgraded
01-03-2023	29-02-2024	INR 35000 Earned	Diamond	28-02-2025	As the learner was upgraded to the highest available club, his start date triggers. But in this period he has referred less than Platinum requirement and therefore now moved to Diamond.

# Example 2:

Start Date	Date of Achievement for Club Upgrade or Move Down	What is Achieved	Club Eligibility	Till what date is club benefits valid	Remarks
01-12-2022	01-01-2023	> INR 7500 Earned	Gold	31-12-2023	Upgraded
01-12-2022	01-03-2023	> INR 35000 Earned	Diamond	29-02-2024	Upgraded
01-03-2023	29-02-2024	INR 0 Earned	Silver	NA - Will get upgraded as per policy as and when referrals are achieved.	

Registered Users are not bound in any way to participate in the Scheme. All participation under this Scheme is voluntary and the offers are being made by EduBridge purely on a best effort basis. All offers made under this Scheme are available in limited quantities and can be availed by the Users on a first come first serve basis. The relevant coupons/offers/services will be available at relevant place on the EduBridge Interface.

EduBridge may engage with "Alliance Partners" who shall be entrusted with the responsibility of promoting, marketing and enhancing its business/product and have expressed its desire to collaborate with EduBridge to offer various exclusive and most favourable promotional offers/schemes through the EduBridge Interface to Users to promote its business/product per the terms and conditions that are applicable to respective offers/schemes.

The participant acknowledges and confirms that he/ she is aware of the nature of telecommunications/ internet services and that an e-mail transmission may not be received properly and may be read or be known to any unauthorized persons. The participant agrees to assume and bear all the risks involved in respect of such errors and misunderstanding and EduBridge/ Alliance Partner shall not be responsible in any manner. EduBridge / Alliance Partner, in its sole discretion, reserves the right to disqualify a participant from the benefits of this Scheme, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Scheme. If the Scheme and/or anything to be done by EduBridge / Alliance Partner is prevented or delayed by causes, circumstances or events beyond their control, including but not limited to, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, or other causes of like or similar or other character beyond the control of EduBridge / Alliance Partner, then it shall not be liable for the same to the extent so prevented or delayed, and will not be liable for any consequences and on occurrence of such event, the Scheme may be withdrawn at the discretion of EduBridge / Alliance Partner.

# Fair Practise Requirements:

EduBridge's Referral Policy has been designed with a vision to make referral/loyalty services a lucrative and economical option for the friends and family members of its learner community. Accordingly, the Referrer and the Referee agree and confirm as follows:

- 1. In order to participate in the Scheme, you will have to register and create an account using the EduBridge Interface and provide one or more names, email addresses, mobile numbers, login usernames and passwords (together, "ID"). You shall be entirely responsible for maintaining the confidentiality of your ID at all points of time. You agree not to use the ID of any third party or disclose your ID to any third party. You are responsible for any and all activity that occurs on your Account. If you suspect any unauthorized use of your Account, you must notify us immediately. You agree to provide us with correct and complete account information at all times and inform us of any changes to the information you have provided.
- 2. You hereby agree to comply with any and all applicable tax laws in connection with your use of the EduBridge Services, including without limitation, the reporting and payment of any taxes arising in connection with payments made through the EduBridge Interface, or funds/income received through the EduBridge Services. You hereby agree and acknowledge that if and when required by applicable law, EduBridge, may deduct tax deducted at source from your winnings/cashback and/or may require You have to compulsorily submit PAN details before providing you cashback or other winnings.
- 3. Except as permitted from time to time by EduBridge from time to time, loyalty/ referral benefit points cannot be assigned, exchanged, traded, bartered, purchased or given by gift or otherwise sold at any point if time. Any points so acquired or attempted to be acquired by Referrer/ Referee are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a Member.

- 4. By participating in the Scheme, you agree to automatically subscribe to receive and consent to receiving the EduBridge marketing emails and Scheme related emails.
- 5. The Referrer must refrain from posting his / her credentials publicly on social media platforms as this make him/ her ineligible for claiming referral rewards under this Scheme. In the event of violation of the instant condition is observed/ reported, EduBridge holds the power to disqualify his/ her candidature from the purview of the Scheme, at its sole discretion. The decision of EduBridge will be final in this case.
- 6. The Referrer must refrain from sharing his or her credentials with any employee at EduBridge or any entity associated with the direct sale of any of EduBridge's Programs for the purpose of getting the voucher/ coupons used by EduBridge's prospective learners who the Referrer has no connection with. In such cases, if found then there shall be a detailed evaluation for the same post in which all future payments shall be forfeited including the Referral Code.
- 7. EduBridge shall be at liberty to conduct a check/ audit of the source of the referral credentials and whether the Referrer has used any marketing channel to share his/her referral credentials or if it was shared through the Referrer himself/herself.
- 8. EduBridge reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of the Terms and to take any action it deems fit and appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to the Registered Users' registration data, usage history, posted materials, IP addresses and traffic information etc, as may be required from to time.
- 9. The referral code once entered by the Referee who has blocked the seat and has enrolled with EduBridge, cannot be modified/changed under any circumstances.
- 10. All Users agree and undertake to indemnify and keep EduBridge/Alliance Partner harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by EduBridge/Alliance Partner as a consequence of (i) violation of terms of this Offer by the Participant; (ii) violation of applicable laws; (iii) any action or inaction resulting in wilful misconduct or negligence on the Participant's part. Any taxes or liabilities or charges payable to the Government or any other authority or body, if any, shall be borne directly by the Participant and/or billed to the account of the Participant.
- 11. Transferability: Except as permitted from time to time, points cannot be assigned, exchanged, traded, bartered, purchased or given by gift or otherwise sold. Any points so acquired are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a user.

# Miscellaneous terms and conditions

EduBridge reserves the right to suspend and/or terminate the User's Membership and/or participation in Club if it determines in its sole discretion that he/ she has violated these Terms and Conditions.

The terms and conditions of this Scheme shall be governed by the laws of India.

Settlement of disputes: All disputes arising under the Scheme shall be attempted to be resolved through negotiations only.

Where the dispute is not resolved for a period of 90 days from the date of the dispute, either Party can, upon giving a written notice to the other party, declare its intention to initiate arbitration proceedings.

The arbitration will be conducted in English in accordance with the rules prescribed under the Arbitration and Conciliation Act, 2013. The venue for the arbitration shall be Kolkata, West Bengal, India. The arbitration shall be conducted by a sole arbitrator appointed by EduBridge. The award of the arbitrator shall be final and binding on the parties. Each Party shall bear its own cost of arbitration.

Any disputes arising out of and in connection with this Scheme shall be subject to the exclusive jurisdiction of courts situated in Kolkata only. Nothing expressed or implied in this Offer shall in any way waive or amend any of the applicable terms and conditions on the EduBridge Interface or the terms and conditions applicable to the services of the Alliance Partner.

All claims and disputes arising under these Terms and Conditions should be notified by the user to EduBridge within 15 working days from the event date after which he/ she shall have no any claim against EduBridge. EduBridge reserves the right to terminate the Program, by giving 10 working days' notice to all users and shall have the right to transfer, assign and sell in any manner, in whole or in part, the Program to any third party of its choice, without any interference or intimation to the users.

APPLICABLE FOR USERS WHO REGISTER, ENROLL AND USE ANY SERVICES ON EDUBRIDGEINDIA.COM IMPARTED THROUGH EDUBRIDGE LEARNING PRIVATE LIMITED, EBSC TECHNOLOGIES PRIVATE LIMITED OR ANY OF ITS SUBSIDAIRES AND ASSOCIATES.

For further queries & assistance, you may call on EduBridge's customer service number 1800 120 1193 and ask its Customer Support Team for any further help and assistance. If a User wishes to report a violation of this Scheme or has any questions or needs assistance, please contact <a href="mailto:wecare@edubridgeindia.in">wecare@edubridgeindia.in</a>