

Terms and Conditions

A. INTRODUCTION AND ACCEPTANCE OF TERMS:

The terms "We" / "Us" / "Our"/"Company"/ "Institution" individually and collectively refer to "**Agasthya EdTech Pvt. Ltd.** " and the terms "Visitor", "Student" and "You" shall herein be referred to as the "**User(s)**".

This page outlines the Terms and Conditions under which the User may visit this website ("Website"). Please read these Terms and Conditions carefully prior to registering for an account or using any portion of this Website or mobile applications including accessing any course material, chat rooms, or other electronic services. If the User does not accept the Terms and Conditions stated here, the Institution would request User to exit this site. The Institution business, any of its business divisions and / or its subsidiaries, associate companies or subsidiaries to subsidiaries or such other investment companies (in India or abroad) reserves the rights to revise these Terms and Conditions at any time by updating this posting. The User should visit this page periodically to re-appraise themselves of the Terms and Conditions, as they are binding on all Users of this Website.

This Website provides, among other things, information about the Institution and the ability to have access to Institution's services such as the purchase and access of online courses including courses content, instructor support, training platforms and other activities ("Services").

By using this Service, the User can register a User Account to access online courses, which are available upon payment of the prescribed fees ("Subscription"). By indicating User's agreement to these Terms and Conditions, the User acknowledge and agrees to be bound by the policies outlined herein.

B. ELIGIBILITY/ RIGHT TO ACCESS AND ACCOUNT CREATION:

- i. By accepting the Terms and Conditions through the use of this Website, the User clarifies that they are 18 years of age or above.
- ii. If the User is under the age of 18 or under the legal age to enter into a binding contract, the User may access/ use the Website only under the supervision of a Parent or legal guardian who agrees to be bound by this Terms and Conditions.
- iii. By using the Website, the User confirms that the personal information provided is accurate and lawful. iv. The Website reserves the right to terminate or restrict access if eligibility requirements are not met.

C. USE OF CONTENT:

- a. Unless indicated as being in the Public domain, the content on the Website is protected by Indian and foreign Copyright and Trademark laws as they are the property of the Institution. Unless otherwise expressly stated on the Website, the

texts, exams, video, images, and other instructional materials provided with the courses and programs offered on the Website are for User's personal use in connection with those courses and programs only.

- b. All logos, brands, marks, headings, labels, names, signatures, numerals, shapes, or any combinations thereof that appear on this site, unless otherwise specified, are either owned by the Institution or used under license by the Institution and/or its associated entities featured on this Website. The use of these properties or any other content on this Website is strictly prohibited, except as permitted by these Terms and Conditions or as stated in this Website.
- c. Users will have access to the pre-recorded online classes and other course materials available on the website only for the duration of their Subscription (defined hereinabove).
- d. No User shall be permitted to perform any of the following prohibited activities while accessing the Website:
 - i. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, obscene, pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable
 - ii. Stalking, intimidating and/or harassing another and/or inciting others to commit violence;
 - iii. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
 - iv. Interfering with any other person's use or enjoyment of the Website /Services;
 - v. Make available any content or material that the User do not have a right to make available under any law or contractual or fiduciary relationship, unless the User own or control the rights thereto or have received all necessary consents for such use of the content;
 - vi. Impersonate any person or entity, or falsely state or otherwise misrepresent the User affiliation with a person or entity;
 - vii. Post, transmit, or make available any material containing viruses, Trojan horses, worms, spyware, or other harmful programs that could damage the services, infringe on the rights of other Users, limit functionality, or collect personal information about other Users without their consent.

- viii. Access or use the Website /Services /Course materials in any manner that could damage, disable, overburden or impair any of the Website's servers or the networks connected to any of the servers on which the Website is hosted;
- ix. Disrupt or interfere with the security of, or otherwise cause harm to, the Website /Services / materials, systems resources, or gain unauthorized access to User accounts, passwords, servers or networks connected to or accessible through the Website /Services /products or any affiliated or linked sites;
- x. Interfere with, or inhibit any User from using and enjoying access to the /Website /Services or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Website /Services;
- xi. Use of the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- xii. Violate any of the terms specified under the Terms for the use of the Website /Services.

D. ACCEPTABLE WEBSITE USE

1. **Security Rules:** Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation,
 - a. Accessing data not intended for such User or logging into a server or account which the User is not authorised to access,
 - b. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation,
 - c. Attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus or "Trojan horse" to the Website, overloading, "flooding", "mail bombing" or "crashing", or
 - d. Sending unsolicited electronic mail, including promotions and/or advertising of products or Services. Violations of system or network security may result in civil or criminal liability. The Institution and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.
 - e. To tamper with the use of Website, the Institution's systems or Institution's Service Provider's systems.
2. **General Rules:** Users may not use the Website in order to transmit, distribute, store or destroy material
 - (a) Institute reserve the right to refuse service to anyone for any reason at any time.

- (b) Users understand that their content (not including their mode of Payment details i.e., credit card, Net-banking details etc.), may be transferred unencrypted and involve
 - i. Transmissions over various Networks;
 - ii. Changes to conform and adapt to technical requirements of connecting networks or devices.
- (c) That could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation,
- (d) In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy of other personal rights of others, or
- (e) That is libellous, defamatory, pornographic, profane, obscene, threatening, abusive or hateful.
- (f) The headings used in this Terms and Conditions are included for convenience only and will not limit or otherwise affect this Terms and Conditions.
- (g) That constitutes advertising or any form of commercial solicitation.
- (h) That contains intentionally inaccurate information or that is posted with the intent of misleading others.

E. ACCURACY, COMPLETENESS, AND TIMELINESS OF WEBSITE CONTENT:

- a. Institution shall not guarantee the accuracy, completeness, or timeliness of the information provided on this Website. The content is intended for general informational purposes only and should not be solely relied upon for decision-making without consulting primary, more accurate, complete, or up-to-date sources. Any reliance on the information provided on this Website is at the User's own risk.
- b. This Website may also include historical information, which is not current and is provided solely for reference. The Institution reserves the right to modify the content of this Website at any time, but they are under no obligation to update any information. The User acknowledges that it is their responsibility to monitor any changes to the Website.

F. THIRD PARTY CONTENT:

These Terms and Conditions apply only to the Website, and not to the websites of any other

Companies or organizations, including those to which the Website may link (the "Third Party links"). Third-Party Links on this Website may direct the User to third-party websites that are not affiliated with the Institution. The Institution is not responsible for examining or evaluating the content or accuracy of these Third Party Links and they do not warrant and will not have any liability or responsibility for any information, materials, products, or services of third-parties. The Third Party Links will be governed by their own company, organisation or website terms and this Terms and Conditions herein shall not be applicable to such Third Party Links.

G. INTELLECTUAL PROPERTY RIGHTS:

1. The Website, along with all its contents, features, and functionality including but not limited to information, software, text, displays, images, videos, audio, and their design, selection, and arrangement, is owned by the Institution, their licensors, or by their users. It is protected under Indian laws governing copyright, trademarks, patents, trade secrets, and other intellectual property or proprietary rights. No part of this material may be copied, modified, reproduced, downloaded, or distributed without the Institution's prior written permission, except as explicitly allowed under these Terms and Conditions. Any unauthorized use of the material is strictly prohibited. Any violation of this section will result in legal action and appropriate consequences.
2. Logos and marks from third parties such as service providers may appear on the Website as part of their content or services, or through partnerships with such entities. The Institution makes no claims to these third-party marks.
3. The Website may also host content and other Intellectual Property from third parties or developed for the Institution by its partners. The Institution is committed to ensuring that all such content is original and not restricted in its use on the Website.

H. INDEMNITY:

The User agrees to indemnify, defend, and hold the Institution harmless from any claims, liabilities, expenses, and damages (as applicable under the relevant laws), including reasonable attorneys' fees and costs, arising from any third-party claims related to: (a) the Users use or attempted use of the Services in violation of these Terms and Conditions; (b) User's breach of any law or infringement of third-party rights; or (c) User Content and/or Personal Data, including but not limited to claims of intellectual property infringement or misappropriation of proprietary rights.

I. LIMITATION OF LIABILITY:

1. USER AGREES THAT NEITHER INSTITUTION NOR ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEE SHALL BE LIABLE FOR ANY DIRECT , INDIRECT , INCIDENTAL , SPECIAL , CONSEQUENTIAL OR EXEMPLARY DAMAGES TO THE USER OR ANY OTHER THIRD PARTY RESULTING FROM THE USE OR INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICES INCLUDING DAMAGES FOR LOSS OF PROFITS, DATA OR ANY OTHER LOSSES RESULTING FROM COST OF PROCUREMENT OF SUBSTITUTE SERVICES, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, UNAUTHORIZED ACCESS OR ALTERATION OF USER'S TRANSMISSIONS OR USER DATA OR ANY OTHER MATTER RELATING TO THE SERVICE REGARDLESS OF WHETHER SUCH

INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE SERVICE WAS JUSTIFIED, NEGLIGENT, INTENTIONAL, INADVERTENT OR ADVERTENT.

2. USER FURTHER ACKNOWLEDGES THAT INSTITUTION IS NOT RESPONSIBLE OR LIABLE FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY RELATING TO THE SERVICES. IN NO EVENT SHALL INSTITUTION'S TOTAL LIABILITY TO THE USER FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT, IF ANY, PAID BY THE USER TO INSTITUTION FOR THE SERVICE RELATED TO THE CAUSE OF ACTION.
3. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE INSTITUTION BE HELD LIABLE FOR ANY DAMAGES RESULTING FROM THE USE OF OR RELIANCE ON ANY MATERIALS AVAILABLE ON THE WEBSITE, INCLUDING PRODUCTS OR SERVICES. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, THE INSTITUTION SHALL NOT BE HELD LIABLE.
4. THE USER AGREES THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN SEVEN DAYS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
5. IN NO EVENT SHALL INSTITUTION, ITS AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEE MENTIONED AT THIS WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATIONS, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGE TO COMPUTER HARDWARE OR LOSS OF DATA INFORMATION OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE WEBSITE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE INSTITUTION OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

J. DISCLAIMER:

TO THE FULLEST EXTENT ALLOWED BY LAW, THE SERVICES AND ALL CONTENT PROVIDED ON THE WEBSITE ARE OFFERED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. THE INSTITUTION SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS FOR THE SERVICES PROVIDED, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF COURSE MATERIALS. THE INSTITUTION FURTHER DISCLAIMS ANY LIABILITY RELATED TO THE USERS ACCESS TO OR USE OF THE SERVICES OR ANY RELATED CONTENT. THE USER ACKNOWLEDGES AND AGREES THAT THEIR ACCESS TO OR USE OF THE SERVICES AND CONTENT IS AT THEIR OWN RISK.

K. TERMINATION:

The User agrees that the Institution, in their sole discretion, may terminate the User's use of the Website or their participation in it with or without any reason, upon notice to the User. It is the Institution's policy to terminate the accounts of Users who are repeat infringers of the Institution's copyright. The Institution reserves the right at any time, at their sole discretion, to cancel, delay, reschedule, or alter the format of any course offered through the Website, or to cease providing any part or all of the Website content or related Services. The User agrees that neither the Institution nor any participants associated with the Website will have any liability to the User for such actions.

If the User no longer wish to participate on the website, the User may terminate their participation at any time. The rights granted to the User will terminate upon any cessation of their rights to use the Website, but the other provisions of the agreements will remain in effect after such termination.

L. NOTICE:

In case of any complaints or grievances with respect to the Terms and Conditions of this Website or against the Institution, the user may contact us at:

Email: queries@abc.courses

Phone: +91-9035563111

M. FEEDBACK:

Any feedback provided by the User regarding the Website is non-confidential, and the Website may use such information without restriction. By submitting feedback, the User warrants that:

- (a) It does not contain confidential or proprietary information;
- (b) The Institution is not under any obligation of confidentiality, express or implied, with respect to the feedback;
- (c) The website may have something similar to the feedback already under consideration or in development;

The Institution is not liable for content provided by other users, even if offensive or hurtful. Please exercise caution while accessing the Website.

N. ASSIGNMENT:

The User cannot assign or otherwise transfer their obligations under the Terms and Conditions, or any right granted hereunder to any third party. The Institution's rights under the Terms and Conditions are freely transferable by them to any third parties without the requirement of seeking the Users consent

O. ENTIRE AGREEMENT:

These Terms and Conditions and any policies or operating rules posted by the Institution on this Website or in respect to the Service, constitutes the entire agreement and understanding between the User and the Institution and govern the User's use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between the User and the Institution (including, but not limited to, any prior versions of the Terms and Condition).

P. WAIVER AND SEVERABILITY:

Failure or delay by the Institution in exercising any duty, obligation, remedy, power or privilege under these Terms and Conditions shall not operate as a waiver. Waiver of any of the Terms and Conditions hereunder in any given situation will not operate as a waiver in subsequent situations.

In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be held unenforceable or invalid by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole.

Q. RELATIONSHIP WITH WEBSITE:

The User acknowledges that their participation on the Website does not make them an employee, agent, partner, joint venture participant, or franchisee of the Institution.

R. GOVERNING LAW:

The Terms and Conditions and any separate agreements whereby the Institution provides the User Services shall be governed by and construed in accordance with the laws of India and jurisdiction of Bengaluru, Karnataka.

S. DISPUTE RESOLUTION:

In the event of a dispute, the User or the Institution must give the other a Notice of Dispute that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. The User and the Institution will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, the User or the Institution may commence arbitration.