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.

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EDUBRIDGE PRIVACY POLICY

This Privacy Policy applies to all information that EduBridge Learning Private Limited and its affiliates located worldwide (hereinafter referred to as "EduBridge") collect through <u>www.edubridgeindia.com</u> and other websites, online features, applications, 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. 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 are 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 http://www.edubridgeindia.com/.

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 be always be used as the username for login purposes.

While providing the aforementioned 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 confidentiality of username, password 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 wecare@edubridgeindia.com or by calling EduBridge on 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 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 their 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 anonymised the information from their 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 area of expertise. EduBridge undertakes that they shall, at no point of 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.

4. DATA OWNERSHIP

EduBridge respects the Registered User's right to ownership of content created or stored by them. The Registered User owns the content created or stored by them. Unless specifically permitted by the Registered Users, the use of the EduBridge Services does not grant EduBridge the license 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. However, 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 programmes 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 browser preferences. However Registered Users are advised and made aware that if they disable cookies on their browser, some parts of Website may not function as effectively.

8. 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.

9. 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.

10. 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 suspension or disabling of user accounts should be made to <u>wecare@edubridgeindia.com</u> 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.

11. 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.

12. 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 event of such termination, all data associated with such user account will be deleted. Please be noted that EduBridge will always provide the Registered User with a prior notice of such termination and 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.

13. 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.

14. 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 intellectual property or other rights of another. They agree not to use the 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

15. LINKING TO OTHER SITES

EduBridge is not responsible for the privacy practices or the content of any other websites which provides a link to <u>www.edubridgeindia.com</u>. By clicking on a link, logo or other such items, or using certain services available on such websites, please note that Registered User may no longer be on 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 statement of the other websites whenever interacting with any website.

16. CONTACT US

If a Registered User wishes to report a violation of this Privacy Policy or has any questions or need assistance, please contact <u>wecare@edubridgeindia.com</u>

EDUBRIDGE REFUND POLICY

For details on EduBridge refund deadlines and policies, please refer to the information below.

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. 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.

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 and pay for a course, EduBridge Learning Private Limited will offer you a complete refund in case EduBridge is not able to start training within time frame of 365 days from date of payment.

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.

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 my 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 & support needed. 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 and maintain attendance greater than 70%. Attendance below 70% may result in the user being dropped from the course.
- User must attend classes regularly for courses recommended by the Placement Manager that can help the user to get better job opportunities and maintain attendance greater than 70%. Attendance below 70% may result in the user being dropped from the placement services.
- 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.
- Admission into this course DOES NOT guarantee a job. EduBridge will ensure that each user gets various interview opportunities with recruiters as long as the user completes the course and clears the final assessments as per EduBridge Policy.
- You are prohibited from using our Services to share content that:
 - Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that users who are as young as 18 use EduBridge, and we do not allow content that is inappropriate for these younger users.
 - 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.

- 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.
- 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:
 - Do anything that violates local, state, national, or international law or breaches any of your contractual obligations or fiduciary duties.
 - Share your password, let anyone access your account, or do anything that might put your account at risk.
 - 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.
 - Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
 - 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.
 - Impersonate or misrepresent your affiliation with any person or entity.
 - Encourage or help anyone do any of the things on this list.

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 <u>www.edubridgeindia.com</u>, 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 device, you agree that we may automatically update this software, and that these Terms will apply to such updates as well. In case you are intending to avail any Products or Services through any of the EduBridge Interface, you are advised to make 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 limited, personal, nonexclusive, 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 EduBridge Services does not give you ownership of any intellectual property rights in our Services or the content you may access.

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.

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 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 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.

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) unauthorized 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 to 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 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. To read EduBridge's privacy policy statement, please refer to PRIVACY POLICY (link attached).

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

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 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.

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 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 <u>wecare@edubridgeindia.com</u>

TERMS AND CONDITIONS FOR REFER & EARN PROGRAM

Program Participation

The Program is available only for new course purchase on <u>www.edubridgeindia.com</u>. 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 referee must make a purchase of eligible course or service.
- The referee who enrols must be new (and not a returning or existing) <u>www.edubridgeindia.com</u> 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.

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.

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 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.