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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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. 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.

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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 www.edubridgeindia.com 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 wecare@edubridgeindia.com 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 www.edubridgeindia.com. 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 wecare@edubridgeindia.com

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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.

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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 years 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.
  - Once the user is selected in a job interview, he/ she is expected to confirm within 3 working days
- 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.

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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 www.edubridgeindia.com, 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 years 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, 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 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.
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 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.com

TERMS AND CONDITIONS FOR REFER & EARN PROGRAM

PROGRAM PARTICIPATION

The Program is available only for new course purchase on www.edubridgeindia.com. EduBridge users/customers, who initiate a referral, are defined as **"Referees."**
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) 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.
- 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 edubridgeindia.com
- The FAQs on above mentioned page in regards 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.
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 edubridgeindia.com
- Participate in the Refer and Earn Program where 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.

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.

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.

EduBridge Learning Private Limited
EBSC Technologies Private Limited
EduBridgeIndia.com

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.

Interview Guarantee Programme- Key Terms & 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 EduBridge Interview Guarantee Programme (hereinafter referred to as **"Programme"**) offered by EduBridge or its associates or affiliates through its Website (www.edubridgeindia.com), 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 Programme 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 any services in terms of the Interview Guarantee Programme, you are advised to make relevant and diligent enquiry before You rely, 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 Programme, 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 Programme; **"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 Programme conducted by EduBridge in terms of this Agreement;
"Programme" shall mean ALL career acceleration programme conducted by EduBridge with interview guarantee.
"Services" shall mean and include designing and preparation of Courses and/or the curriculum materials, providing training, undertaking Interview Guarantee Programme and/or any other services provided by EduBridge under the Programme 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 Programme 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 Programme, 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 Programme.

3. AVAILMENT OF SERVICES UNDER THE PROGRAMME

In order to avail the Services, You shall be required to create and register an account on EduBridge Interface as part of the Programme.
Once EduBridge receives a formal request from Your end for availing our Services as part of the Programme, EduBridge will contact You for confirming 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 Programme; 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 Programme and the Course(s) is required at the time of registration. If the Course includes a trial window, such 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. ELIGIBILITY

The Programme 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 must have attained an Engineering Degree from a recognized Accredited Institution, carrying a minimum 50% score. 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 Programme by anyone under the age of 18 years is completely prohibited and certain regions and Content Offerings may have additional requirements and/or restrictions as well. You must not be older than 25 years of age for 'Freshers', and not more than 30 years of age for 'Experienced Learners'.
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.

5. 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 Programme 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 Programme does not give You ownership of any intellectual property rights in the content you have or may access.

6. CANDIDATE UNDERTAKING

EduBridge's looks to provide You the most valuable and efficient service in relation to employment opportunities across India in terms of the Programme. As such, the Programme involves setting up multiple interviews with prospective employers and You must be open to relocate if presented with such opportunity. Once You receive a final acceptance offer from any such prospective employer You may interview with, no further services or interviews shall be arranged under the Programme regardless of your acceptance or refusal of the final acceptance offer.
You undertake to diligently maintain the minimum requirement of (i) 70% minimum mandatory attendance during Course sessions conducted on the EduBridge Interface and (ii) 100% minimum mandatory attendance during the Placement Counselling Sessions in line with the requirements of the Programme. Furthermore, you undertake to attend the interviews scheduled for you in a timely and diligent manner. If for any reason, you fail to attend two (2) consecutive interviews scheduled under the Programme, you will be barred from availing any further Service under the Programme. Exceptions may be provided only if You able to provide a verifiable, unavoidable reason, subject to EduBridge's exclusive discretion. Provided however that once You get a final acceptance offer from any prospective employer, you must choose to accept or reject the same within no more than twenty-four (24) hours of receiving such offer.
You must also abide diligently and mindfully with EduBridge's concurrent Policies. Infringement of the same, or any of EduBridge's Policies, may disbar You and prohibit You from availing of the Placement facilities, which is at the sole discretion of EduBridge.

7. PLACEMENT GUARANTEE WHEN VOID

The Interview Guarantee Programme shall be automatically considered void and no further assistance will be provided to You under the following circumstances:
7.1 You must attend classes regularly and maintain attendance greater than 70%. Attendance below 70% will result in you being dropped from the course.
7.2 You must attend classes regularly for courses recommended by the Placement Manager that can help the you to get better job opportunities and maintain attendance greater than 70%. Attendance below 70% will result in the user being dropped from the placement services.
7.3 You must have successfully completed all assessments on time and should have scored B grade and above as your final grade.
7.4 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 Programme;
7.5 If You have accepted an offer of employment from any prospective employer that is outside the scope and purview of the Programme before the termination of the guarantee period;
7.6 If You do not attend two (2) consecutive interviews scheduled/ organized by EduBridge in terms of the Programme, without sufficient reason or permission from EduBridge; and
7.7 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 Programme;
7.8 If You refuse to relocate to the job location as a pre-condition to your offer of acceptance extended by your prospective employer;
7.9 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 Programme;
7.10 If You are self-employed during the course of the Programme.

8. 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 Programme. 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 Programme 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.

9. REFUNDS

Only Candidates who enrol for the EduBridge Interview Guarantee Programme and remain compliant with all Terms and Conditions mentioned in this Agreement are eligible for a Refund of the fees paid.
If You, for any reason, cancel your paid enrolment for this Programme, EduBridge will not offer you a refund. Similarly, if You pre-enrol and pay for this Programme, a full refund will be offered to You in the event EduBridge is not able to start training or arrange for Placement Assistance 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 Programme; 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 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 Course, or who are otherwise dissatisfied with their final grade.

10. WARRANTY DISCLAIMER

Please note that You must satisfy yourselves about all relevant aspects of the products and Services offered by EduBridge as part of the Programme prior to booking / availing the Services. Registration, purchasing and availing Services offered by EduBridge shall be at your own risk. References in any courses or curriculum to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply its endorsement, sponsorship or recommendation of the third party, of the quality of any service, advice, information or other materials displayed, purchased, or obtained by You as a result of an advertisement or any other information or offer in or in connection with EduBridge.

11. UNLAWFUL ACTIVITY

EduBridge reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of the Terms and Conditions 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 Your registration data, usage history, posted materials, IP addresses and traffic information etc, as may be required from to time

12. INDEMNITY

You hereby agree to wholly and unequivocally indemnify EduBridge and its affiliates, employees, agents and representatives and to hold them harmless from any and all claims and liabilities (including any and all attorney's fees) that may arise from Your submissions and/ or from Your use of the Services as part of the Programme accessed through EduBridge Interface and/ or from any such acts arising through Your use of any of the Services on the EduBridge Interface. These obligations will survive the termination of this Agreement (including the Terms and Conditions).

13. LIMITATION OF LIABILITY

You hereby acknowledge and affirm that Services provided by EduBridge as part of the Programme is provided "as is site" and that EduBridge does not make and has not made any warranty or representation as to suitability and / or effectiveness and / or quality of the Programme, courses, curriculum or any other Services provided by them. You also agree that in using EduBridge Interface, you are not 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 ON ACCOUNT OF THE USE, MISUSE OR RELIANCE ON 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 ARE AWARE OF OR HAVE 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 PLATFORM, 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 PLATFORM. EDUBRIDGE DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED ON ANY OF THE EDUBRIDGE PLATFORMS OR OTHER MATERIAL ACCESSIBLE FROM THE EDUBRIDGE INTERFACE. YOU HEREBY ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE EDUBRIDGE INTERFACE, ITS SERVICES THEREUNDER, 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.

14. CHANGES

EduBridge confirms and affirms that it may periodically, without notice, change the terms and conditions of the EduBridge Interface and that You are responsible for checking the prevalent and updated terms and conditions periodically for any revisions that may be carried out by EduBridge from time to time. All amended Terms and Conditions become effective upon EduBridge's posting to the Website, and any subsequent use of EduBridge Interface after such revisions have been posted signifies Your consent to such changes/ modifications carried out by EduBridge from time to time. If any such change or modification is unacceptable to You, you should not use EduBridge Interface and should provide written intimation of the same to EduBridge, immediately and without any delay. If following any such change or modification, you continue to use the website being www.EduBridgeindia.com or EduBridge Interface or content thereon, you will be deemed to have accepted those changes or modifications.

15. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme are and shall remain, the intellectual property of EduBridge, irrespective of the fact whether adapted, written for or customised for You or not.
Accordingly, you are not authorised to:
(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme without prior written permission of EduBridge;
(ii) record on video or audio tape, relay by videophone or other means the any of the course particulars provided by EduBridge;
(iii) use the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme in the provision of any other course or training whether given by EduBridge or any third-party trainer;
(iv) remove any copyright or other notice of EduBridge from the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme;
(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Programme.
Breach by the You of this Clause in general, and the above provisions in particular, shall allow EduBridge to immediately terminate this Agreement with You and cease to provide You with any Services, including but not limited to access to the Programme, as well as any other services availed by You from EduBridge. In consideration of the Fees paid, we grant to You a limited, non-transferable, non-exclusive licence to use the course materials, curriculum particulars, collated instructional content and the software in respect of the Programme for the sole purpose of completing the Course under the Programme.

16. CONFIDENTIALITY

Each Party shall keep the other Party's Confidential Information strictly confidential and not use it otherwise than for the purposes elaborated in this Agreement and shall return it on demand and not retain copies of it. Provided however that nothing herein shall limit either Party from disclosing Confidential Information to regulatory authorities in accordance with prescriptive requirements of applicable laws or to its legal and other advisors for the purposes of obtaining advice from them. This clause shall continue notwithstanding termination of these terms and conditions

17. GENERAL PROVISIONS

You agree and affirm that:
17.1 EduBridge shall not be held responsible or liable for any loss, damage, injury, or other claim or outcome arising from the Your reliance upon usage of any of the Services or products on the EduBridge Interface in the event the same is unable to meet your needs.
17.2 EduBridge shall not be held responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with Your usage of the EduBridge Interface, which is beyond its control. For the avoidance of doubt, you hereby expressly agree and accept that EduBridge does not accept responsibility for any interference or damage to Your computer system which may arise in connection with the use of any of any product or service provided by EduBridge.
17.3 You give us permission to contact You through Email, call & SMS for purposes of the providing Services under the Programme.

18. FORCE MAJEURE

You hereby expressly and unequivocally agree and consent that EduBridge will not be held liable for breach of these Terms and Conditions 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, pandemic, weather, strike, lock-out or other labour problems, accident, riots, acts of God or any other events which is beyond its control.

19. ARBITRATION

In the event a dispute arises between You and EduBridge as per the Terms and Conditions of this Agreement, 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 Mumbai, Maharashtra, 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.

20. 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 Mumbai, Maharashtra, India.

21. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including the Terms and Conditions) of the Programme upon registration, EduBridge's Privacy Policy, and the EduBridge Honour Code) is severable. Severance does not affect any other provisions of this Agreement.

22. ENTIRE AGREEMENT

This Agreement together with EduBridge's Privacy Policy and the EduBridge Honour Code constitutes the entire agreement between EduBridge and You in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations, or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Terms will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.

23. DATA PROTECTION

The nature of the Services provided by EduBridge include obtaining, use and disclosing (together "Use") of certain information about You ("Data"). This statement sets out the principles governing our Use of Data. By purchasing EduBridge's Services or products, you agree to this Use. When You register with EduBridge, you will need to provide certain Data such as contact details and demographic information. We will store this Data and use it to contact You, provide you with details of the Services purchased and otherwise as required during the normal provision of the Course or Programme. We may also use the above Data, and similar Data provided to us in response to surveys, to aggregate user profiles and, unless You expressly click on the relevant button on the Registration Form, provide You with communications. We will not pass any personal data onto anyone outside of EduBridge Learning Private Limited, To enable us to monitor and improve our Services, we gather certain aggregated information about the Candidate, including details of Your operating system, browser version, domain name and IP address, the URL You came from and go to, and the parts of the Website You may visit. EduBridge uses information such as the Candidate's User ID, session identifiers and password to enable us to identify whether You are using our services, assist with the provision of services and to ensure that You have access to relevant products. We will only read cookies from their cookie file placed there through their web browser's interaction with the EduBridge Website. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content. EduBridge endeavours to take all reasonable steps to protect Candidate's personal Data including the use of encryption Technologies, but cannot guarantee the security of any Data disclosed to us. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security. EduBridge may supplement the information provide by Candidates with information we receive from third parties, such as educational institutions like colleges and universities, exam registration bodies, or past employers and organisations where You have previously worked. If the Candidate wish to change or update the data we hold about You, please e-mail wecare@EduBridgeindia.com, or contact us on our website

24. QUERIES

For further queries & assistance, you may email on EduBridge's customer service email id wecare@EduBridgeindia.com, or raise a query ticket on their website.

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.

JOB GUARANTEE PROGRAMME – KEY TERMS AND CONDITIONS (PART 1)

APPLICABLE FOR THE FOLLOWING COURSES:

- Advanced Certification Program in Data Analytics (with 110% Job Guarantee)
- Advanced Certification Program in Java Full Stack Development (with 110% Job Guarantee)
- Advanced Certification Program in Software Testing - Selenium WebDriver with Java + Frameworks (with 110% Job Guarantee)

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 EduBridge Job Guarantee Programme (hereinafter referred to as **"Programme"**) offered by EduBridge or its associates or affiliates through its Website (www.edubridgeindia.com), 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 Programme 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 any services in terms of the Job Guarantee Programme, you are advised to make relevant and diligent enquiry before You rely, 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 Programme, 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 Programme;
"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 Programme conducted by EduBridge in terms of this Agreement;
"Programme" shall mean complete career acceleration programme conducted by EduBridge with 100% job guarantee. Such guarantee of employment applies ONLY to the following Courses currently offered by EduBridge:
(i) Advanced Certification Program in Data Analytics (with 110% Job Guarantee)
(ii) Advanced Certification Program in Java Full Stack Development (with 110% Job Guarantee)
(iii) Advanced Certification Program in Software Testing - Selenium WebDriver with Java + Frameworks (with 110% Job Guarantee)
"Services" shall mean and include designing and preparation of Courses and/or the curriculum materials, providing training, undertaking Job Guarantee Programme and/or any other services provided by EduBridge under the Programme 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 Programme 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 Programme, 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 Programme.

3. AVAILMENT OF SERVICES UNDER THE PROGRAMME

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

Once EduBridge receives a formal request from Your end for availing our Services as part of the Programme, EduBridge will contact You for confirming 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 Programme; 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 Programme and the Course(s) is required at the time of registration. If the Course includes a trial window, such 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. ELIGIBILITY

The Programme 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 must have attained an Engineering Degree from a recognized Accredited Institution, carrying a minimum 50% score. 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 'Experienced Learner', You will be expected to have worked in the same industry, in the same field and without any period-based gaps in Your Education or Work Experience. Also, you would be expected and would have to mandatorily provide prior Experience Letters / Appointment Letters / Pay Slips including Salary Details released by such 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 Programme by anyone under the age of 18 years is completely prohibited and certain regions and Content Offerings may have additional requirements and/or restrictions as well. Only those Candidate who have graduated from a recognized Accredited Institution between the years 2019 and 2022 will be eligible for the Programme. You must not be older than 25 years of age for 'Freshers', and not more than 30 years of age for 'Experienced Learners'. 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.

5. 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 Programme 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 Programme does not give You ownership of any intellectual property rights in the content you have or may access.

6. CANDIDATE UNDERTAKING

EduBridge's looks to provide You the most valuable and efficient service in relation to employment opportunities across India in terms of the Programme. As such, the Programme involves setting up multiple interviews with prospective employers and You must be open to relocate if presented with such opportunity. Once You receive a final acceptance offer from any such prospective employer You may interview with, no further services or interviews shall be arranged under the Programme regardless of your acceptance or refusal of the final acceptance offer.
You undertake to diligently maintain the minimum requirement of (i) 85% minimum mandatory attendance during Course sessions conducted on the EduBridge Interface, (ii) 100% minimum mandatory attendance during the Placement Counselling Sessions in line with the requirements of the Programme. Furthermore, you undertake to attend the interviews scheduled for you in a timely and diligent manner. If for any reason, you fail to attend two (2) consecutive interviews scheduled under the Programme, you will be barred from availing any further Service under the Programme. Exceptions may be provided only if You able to provide a verifiable, unavoidable reason, subject to EduBridge's exclusive discretion. Provided however that once You get a final acceptance offer from any prospective employer, you must choose to accept or reject the same within no more than twenty-four (24) hours of receiving such offer and (iii) If You are an 'Experienced Learner', You possess relevant experience in the field and the industry, without any period-based gaps in Education or Work Experience.
You must also abide diligently and mindfully with EduBridge's concurrent Policies. Infringement of the same, or any of EduBridge's Policies, may disbar You and prohibit You from availing of the Placement facilities, which is at the sole discretion of EduBridge.

7. PLACEMENT GUARANTEE WHEN VOID

The Job Guarantee Programme shall be automatically considered void and no further assistance will be provided to You under the following circumstances:
7.1 You must attend classes regularly and maintain attendance greater than 70%. Attendance below 70% will result in you being dropped from the course.
7.2 You must attend classes regularly for courses recommended by the Placement Manager that can help the you to get better job opportunities and maintain attendance greater than 70%. Attendance below 70% will result in the user being dropped from the placement services.
7.3 You must have successfully completed all assessments on time and should have scored B grade and above as your final grade.
7.4 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 Programme;
7.5 If You have accepted an offer of employment from any prospective employer that is outside the scope and purview of the Programme before the termination of the guarantee period;
7.6 If You do not attend two (2) consecutive interviews scheduled/ organized by EduBridge in terms of the Programme, without sufficient reason or permission from EduBridge; and
7.7 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 Programme;
7.8 If You refuse to relocate to the job location as a pre-condition to your offer of acceptance extended by your prospective employer;
7.9 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 Programme;
7.10 If You are self-employed during the course of the Programme.
7.11 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.
7.12 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.

8. 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 Programme. 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 Programme 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.

9. REFUNDS

Only Candidates who enrol for the EduBridge Job Guarantee Programme and remain compliant with all Terms and Conditions mentioned in this Agreement are eligible for a Refund of the fees paid.
If You, for any reason, cancel your paid enrolment for this Programme, EduBridge will not offer you a refund. Similarly, if You pre-enrol and pay for this Programme, a full refund will be offered to You in the event EduBridge is not able to start training or arrange for Placement Assistance 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 Programme; 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 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 Course, or who are otherwise dissatisfied with their final grade.

10. WARRANTY DISCLAIMER

Please note that You must satisfy yourselves about all relevant aspects of the products and Services offered by EduBridge as part of the Programme prior to booking / availing the Services. Registration, purchasing and availing Services offered by EduBridge shall be at your own risk. References in any courses or curriculum to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply its endorsement, sponsorship or recommendation of the third party, of the quality of any service, advice, information or other materials displayed, purchased, or obtained by You as a result of an advertisement or any other information or offer in or in connection with EduBridge.

11. UNLAWFUL ACTIVITY

EduBridge reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of the Terms and Conditions 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 Your registration data, usage history, posted materials, IP addresses and traffic information etc, as may be required from to time.

12. INDEMNITY

You hereby agree to wholly and unequivocally indemnify EduBridge and its affiliates, employees, agents and representatives and to hold them harmless from any and all claims and liabilities (including any and all attorney's fees) that may arise from Your submissions and/ or from Your use of the Services as part of the Programme accessed through EduBridge Interface and/ or from any such acts arising through Your use of any of the Services on the EduBridge Interface. These obligations will survive the termination of this Agreement (including the Terms and Conditions).

13. LIMITATION OF LIABILITY

You hereby acknowledge and affirm that Services provided by EduBridge as part of the Programme is provided "as is site" and that EduBridge does not make and has not made any warranty or representation as to suitability and / or effectiveness and / or quality of the Programme, courses, curriculum or any other Services provided by them. You also agree that in using EduBridge Interface, you are not 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 ON ACCOUNT OF THE USE, MISUSE OR RELIANCE ON 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 ARE AWARE OF OR HAVE 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 PLATFORM, 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 PLATFORM. EDUBRIDGE DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED ON ANY OF THE EDUBRIDGE PLATFORMS OR OTHER MATERIAL ACCESSIBLE FROM THE EDUBRIDGE INTERFACE. YOU HEREBY ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE EDUBRIDGE INTERFACE, ITS SERVICES THEREUNDER, 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.

14.CHANGES

EduBridge confirms and affirms that it may periodically, without notice, change the terms and conditions of the EduBridge Interface and that You are responsible for checking the prevalent and updated terms and conditions periodically for any revisions that may be carried out by EduBridge from time to time. All amended Terms and Conditions become effective upon EduBridge's posting to the Website, and any subsequent use of EduBridge Interface after such revisions have been posted signifies Your consent to such changes/ modifications carried out by EduBridge from time to time. If any such change or modification is unacceptable to You, you should not use EduBridge Interface and should provide written intimation of the same to EduBridge, immediately and without any delay. If following any such change or modification, you continue to use the website being www.EduBridgeindia.com or EduBridge Interface or content thereon, you will be deemed to have accepted those changes or modifications.

15. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme are and shall remain, the intellectual property of EduBridge, irrespective of the fact whether adapted, written for or customised for You or not.
Accordingly, you are not authorised to:
(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme without prior written permission of EduBridge;
(ii) record on video or audio tape, relay by videophone or other means the any of the course particulars provided by EduBridge;
(iii) use the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme in the provision of any other course or training whether given by EduBridge or any third-party trainer;
(iv) remove any copyright or other notice of EduBridge from the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme;
(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Programme.
Breach by the You of this Clause in general, and the above provisions in particular, shall allow EduBridge to immediately terminate this Agreement with You and cease to provide You with any Services, including but not limited to access to the Programme, as well as any other services availed by You from EduBridge. In consideration of the Fees paid, we grant to You a limited, non-transferable, non-exclusive licence to use the course materials, curriculum particulars, collated instructional content and the software in respect of the Programme for the sole purpose of completing the Course under the Programme.

16. CONFIDENTIALITY

Each Party shall keep the other Party's Confidential Information strictly confidential and not use it otherwise than for the purposes elaborated in this Agreement and shall return it on demand and not retain copies of it. Provided however that nothing herein shall limit either Party from disclosing Confidential Information to regulatory authorities in accordance with prescriptive requirements of applicable laws or to its legal and other advisors for the purposes of obtaining advice from them. This clause shall continue notwithstanding termination of these terms and conditions.

17. GENERAL PROVISIONS

You agree and affirm that:
17.1 EduBridge shall not be held responsible or liable for any loss, damage, injury, or other claim or outcome arising from the Your reliance upon usage of any of the Services or products on the EduBridge Interface in the event the same is unable to meet your needs.
17.2 EduBridge shall not be held responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with Your usage of the EduBridge Interface, which is beyond its control. For the avoidance of doubt, you hereby expressly agree and accept that EduBridge does not accept responsibility for any interference or damage to Your computer system which may arise in connection with the use of any of any product or service provided by EduBridge.
17.3 You give us permission to contact You through Email, call & SMS for purposes of the providing Services under the Programme.

18. FORCE MAJEURE

You hereby expressly and unequivocally agree and consent that EduBridge will not be held liable for breach of these Terms and Conditions 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, pandemic, weather, strike, lock-out or other labour problems, accident, riots, acts of God or any other events which is beyond its control.

19. ARBITRATION

In the event a dispute arises between You and EduBridge as per the Terms and Conditions of this Agreement, 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 Mumbai, Maharashtra, 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.

20. 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 Mumbai, Maharashtra, India.

21. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including the Terms and Conditions) of the Programme upon registration, EduBridge's Privacy Policy, and the EduBridge Honour Code) is severable. Severance does not affect any other provisions of this Agreement.

22. ENTIRE AGREEMENT

This Agreement together with EduBridge's Privacy Policy and the EduBridge Honour Code constitutes the entire agreement between EduBridge and You in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations, or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Terms will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.

23. DATA PROTECTION

The nature of the Services provided by EduBridge include obtaining, use and disclosing (together "Use") of certain information about You ("Data"). This statement sets out the principles governing our Use of Data. By purchasing EduBridge's Services or products, you agree to this Use. When You register with EduBridge, you will need to provide certain Data such as contact details and demographic information. We will store this Data and use it to contact You, provide you with details of the Services purchased and otherwise as required during the normal provision of the Course or Programme.
We may also use the above Data, and similar Data provided to us in response to surveys, to aggregate user profiles and, unless You expressly click on the relevant button on the Registration Form, provide You with communications. We will not pass any personal data onto anyone outside of EduBridge Learning Private Limited,
To enable us to monitor and improve our Services, we gather certain aggregated information about the Candidate, including details of Your operating system, browser version, domain name and IP address, the URL You came from and go to, and the parts of the Website You may visit. EduBridge uses information such as the Candidate's User ID, session identifiers and password to enable us to identify whether You are using our services, assist with the provision of services and to ensure that You have access to relevant products. We will only read cookies from their cookie file placed there through their web browser's interaction with the EduBridge Website.
Our products may link to third party websites and we are not responsible for their data policies or procedures or their content. EduBridge endeavours to take all reasonable steps to protect Candidate's personal Data including the use of encryption Technologies, but cannot guarantee the security of any Data disclosed to us. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.
EduBridge may supplement the information provide by Candidates with information we receive from third parties, such as educational institutions like colleges and universities, exam registration bodies, or past employers and organisations where You have previously worked. If the Candidate wish to change or update the data we hold about You, please e-mail wecare@edubridgeindia.in, or contact us on our website.

EduBridge Learning Private Limited
EBSC Technologies Private Limited
EduBridgeIndia.com

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.

JOB GUARANTEE PROGRAMME – KEY TERMS AND CONDITIONS (PART 2)

APPLICABLE FOR THE FOLLOWING COURSES:

- Investment Banking Operations (IBO) (with 110% Job Guarantee)

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 EduBridge Job Guarantee Programme (hereinafter referred to as **"Programme"**) offered by EduBridge or its associates or affiliates through its Website (www.edubridgeindia.com), 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 Programme 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 any services in terms of the Job Guarantee Programme, you are advised to make relevant and diligent enquiry before You rely, 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 Programme, 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 Programme;
"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 Programme conducted by EduBridge in terms of this Agreement;
"Programme" shall mean complete career acceleration programme conducted by EduBridge with 100% job guarantee. Such guarantee of employment applies ONLY to the following Courses currently offered by EduBridge:
(i) Investment Banking Operations (IBO) (with 110% Job Guarantee).
"Services" shall mean and include designing and preparation of Courses and/or the curriculum materials, providing training, undertaking Job Guarantee Programme and/or any other services provided by EduBridge under the Programme 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 Programme 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 Programme, 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 Programme.

3. AVAILMENT OF SERVICES UNDER THE PROGRAMME

In order to avail the Services, you shall be required to create and register an account on EduBridge Interface as part of the Programme.
Once EduBridge receives a formal request from Your end for availing our Services as part of the Programme, EduBridge will contact You for confirming 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 Programme; 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 Programme and the Course(s) is required at the time of registration. If the Course includes a trial window, such 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. ELIGIBILITY

The Programme 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 must have attained an Accounting Degree (CA/MBA/CMA/CFA/MCom/BCom/any Business or commerce related degree from a recognized Accredited Institution, carrying a minimum 50% score. 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 'Experienced Learner', You will be expected to have worked in the same industry, in the same field and without any period-based gaps in Your Education or Work Experience. Also, you would be expected and would have to mandatorily provide prior Experience Letters / Appointment Letters / Pay Slips including Salary Details released by such 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 Programme by anyone under the age of 13 is completely prohibited and certain regions and Content Offerings may have additional requirements and/or restrictions as well. Only those Candidate who have graduated from a recognized Accredited Institution between the years 2019 and 2022 will be eligible for the Programme. You must not be older than 25 years of age for 'Freshers'. 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.

5. 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 Programme 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 Programme does not give You ownership of any intellectual property rights in the content you have or may access.

6. CANDIDATE UNDERTAKING

EduBridge's looks to provide You the most valuable and efficient service in relation to employment opportunities across India in terms of the Programme. As such, the Programme involves setting up multiple interviews with prospective employers and You must be open to relocate if presented with such opportunity. Once You receive a final acceptance offer from any such prospective employer You may interview with, no further services or interviews shall be arranged under the Programme regardless of your acceptance or refusal of the final acceptance offer. You undertake to diligently maintain the minimum requirement of (i) 85% minimum mandatory attendance during Course sessions conducted on the EduBridge Interface, (ii) 100% minimum mandatory attendance during the Placement Counselling Sessions in line with the requirements of the Programme. Furthermore, you undertake to attend the interviews scheduled for you in a timely and diligent manner. If for any reason, you fail to attend two (2) consecutive interviews scheduled under the Programme, you will be barred from availing any further Service under the Programme. Exceptions may be provided only if You able to provide a verifiable, unavoidable reason, subject to EduBridge's exclusive discretion. Provided however that once You get a final acceptance offer from any prospective employer, you must choose to accept or reject the same within no more than twenty-four (24) hours of receiving such offer and (iii) If You are an 'Experienced Learner', You possess relevant experience in the field and the industry, without any period-based gaps in Education or Work Experience. You must also abide diligently and mindfully with EduBridge's concurrent Policies. Infringement of the same, or any of EduBridge's Policies, may disbar You and prohibit You from availing of the Placement facilities, which is at the sole discretion of EduBridge.

7. PLACEMENT GUARANTEE WHEN VOID

The Job Guarantee Programme shall be automatically considered void and no further assistance will be provided to You under the following circumstances:
7.1 You must attend classes regularly and maintain attendance greater than 70%. Attendance below 70% will result in you being dropped from the course.
7.2 You must attend classes regularly for courses recommended by the Placement Manager that can help the you to get better job opportunities and maintain attendance greater than 70%. Attendance below 70% will result in the user being dropped from the placement services.
7.3 You must have successfully completed all assessments on time and should have scored B grade and above as your final grade.
7.4 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

Programme;
7.5 If You have accepted an offer of employment from any prospective employer that is outside the scope and purview of the Programme before the termination of the guarantee period;
7.6 If You do not attend two (2) consecutive interviews scheduled/ organized by EduBridge in terms of the Programme, without sufficient reason or permission from EduBridge; and
7.7 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 Programme;
7.8 If You refuse to relocate to the job location as a pre-condition to your offer of acceptance extended by your prospective employer;
7.9 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 Programme;
7.10 If You are self-employed during the course of the Programme.
7.11 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.
7.12 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.

8. 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 Programme. 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 Programme 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.

9. REFUNDS

Only Candidates who enrol for the EduBridge Job Guarantee Programme and remain compliant with all Terms and Conditions mentioned in this Agreement are eligible for a Refund of the fees paid.
If You, for any reason, cancel your paid enrolment for this Programme, EduBridge will not offer you a refund. Similarly, if You pre-enrol and pay for this Programme, a full refund will be offered to You in the event EduBridge is not able to start training or arrange for Placement Assistance 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 Programme; 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 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 Course, or who are otherwise dissatisfied with their final grade.

10. WARRANTY DISCLAIMER

Please note that You must satisfy yourselves about all relevant aspects of the products and Services offered by EduBridge as part of the Programme prior to booking / availing the Services. Registration, purchasing and availing Services offered by EduBridge shall be at your own risk. References in any courses or curriculum to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply its endorsement, sponsorship or recommendation of the third party, of the quality of any service, advice, information or other materials displayed, purchased, or obtained by You as a result of an advertisement or any other information or offer in or in connection with EduBridge.

11. UNLAWFUL ACTIVITY

EduBridge reserves the right (at its sole and exclusive discretion) to investigate complaints or reported violations of the Terms and Conditions 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 Your registration data, usage history, posted materials, IP addresses and traffic information etc, as may be required from to time

12. INDEMNITY

You hereby agree to wholly and unequivocally indemnify EduBridge and its affiliates, employees, agents and representatives and to hold them harmless from any and all claims and liabilities (including any and all attorney's fees) that may arise from Your submissions and/ or from Your use of the Services as part of the Programme accessed through EduBridge Interface and/ or from any such acts arising through Your use of any of the Services on the EduBridge Interface. These obligations will survive the termination of this Agreement (including the Terms and Conditions).

13. LIMITATION OF LIABILITY

You hereby acknowledge and affirm that Services provided by EduBridge as part of the Programme is provided "as is site" and that EduBridge does not make and has not made any warranty or representation as to suitability and / or effectiveness and / or quality of the Programme, courses, curriculum or any other Services provided by them. You also agree that in using EduBridge Interface, you are not 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 ON ACCOUNT OF THE USE, MISUSE OR RELIANCE ON 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 ARE AWARE OF OR HAVE 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 PLATFORM, 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 PLATFORM. EDUBRIDGE DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED ON ANY OF THE EDUBRIDGE PLATFORMS OR OTHER MATERIAL ACCESSIBLE FROM THE EDUBRIDGE INTERFACE. YOU HEREBY ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE EDUBRIDGE INTERFACE, ITS SERVICES THEREUNDER, 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.

14.CHANGES

EduBridge confirms and affirms that it may periodically, without notice, change the terms and conditions of the EduBridge Interface and that You are responsible for checking the prevalent and updated terms and conditions periodically for any revisions that may be carried out by EduBridge from time to time. All amended Terms and Conditions become effective upon EduBridge's posting to the Website, and any subsequent use of EduBridge Interface after such revisions have been posted signifies Your consent to such changes/ modifications carried out by EduBridge from time to time. If any such change or modification is unacceptable to You, you should not use EduBridge Interface and should provide written intimation of the same to EduBridge, immediately and without any delay. If following any such change or modification, you continue to use the website being www.EduBridgeindia.com or EduBridge Interface or content thereon, you will be deemed to have accepted those changes or modifications.

15. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme are and shall remain, the intellectual property of EduBridge, irrespective of the fact whether adapted, written for or customised for You or not.
Accordingly, you are not authorised to:
(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme without prior written permission of EduBridge;
(ii) record on video or audio tape, relay by videophone or other means the any of the course particulars provided by EduBridge;
(iii) use the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme in the provision of any other course or training whether given by EduBridge or any third-party trainer;
(iv) remove any copyright or other notice of EduBridge from the course materials, curriculum particulars, collated instructional content, and the speeches made by trainers as part of the Programme;
(vi) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Programme.
Breach by the You of this Clause in general, and the above provisions in particular, shall allow EduBridge to immediately terminate this Agreement with You and cease to provide You with any Services, including but not limited to access to the Programme, as well as any other services availed by You from EduBridge. In consideration of the Fees paid, we grant to You a limited, non-transferable, non-exclusive licence to use the course materials, curriculum particulars, collated instructional content and the software in respect of the Programme for the sole purpose of completing the Course under the Programme.

16. CONFIDENTIALITY

Each Party shall keep the other Party's Confidential Information strictly confidential and not use it otherwise than for the purposes elaborated in this Agreement and shall return it on demand and not retain copies of it. Provided however that nothing herein shall limit either Party from disclosing Confidential Information to regulatory authorities in accordance with prescriptive requirements of applicable laws or to its legal and other advisors for the purposes of obtaining advice from them. This clause shall continue notwithstanding termination of these terms and conditions

17. GENERAL PROVISIONS

You agree and affirm that:
17.1 EduBridge shall not be held responsible or liable for any loss, damage, injury, or other claim or outcome arising from the Your reliance upon usage of any of the Services or products on the EduBridge Interface in the event the same is unable to meet your needs.
17.2 EduBridge shall not be held responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with Your usage of the EduBridge Interface, which is beyond its control. For the avoidance of doubt, you hereby expressly agree and accept that EduBridge does not accept responsibility for any interference or damage to Your computer system which may arise in connection with the use of any of any product or service provided by EduBridge.
17.3 You give us permission to contact You through Email, call & SMS for purposes of the providing Services under the Programme.

18. FORCE MAJEURE

You hereby expressly and unequivocally agree and consent that EduBridge will not be held liable for breach of these Terms and Conditions 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, pandemic, weather, strike, lock-out or other labour problems, accident, riots, acts of God or any other events which is beyond its control.

19. ARBITRATION

In the event a dispute arises between You and EduBridge as per the Terms and Conditions of this Agreement, 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 Mumbai, Maharashtra, 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.

20. 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 Mumbai, Maharashtra, India.

21. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including the Terms and Conditions) of the Programme upon registration, EduBridge's Privacy Policy, and the EduBridge Honour Code) is severable. Severance does not affect any other provisions of this Agreement.

22. ENTIRE AGREEMENT

This Agreement together with EduBridge's Privacy Policy and the EduBridge Honour Code constitutes the entire agreement between EduBridge and You in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations, or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Terms will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.

23. DATA PROTECTION

The nature of the Services provided by EduBridge include obtaining, use and disclosing (together "Use") of certain information about You ("Data"). This statement sets out the principles governing our Use of Data. By purchasing EduBridge's Services or products, you agree to this Use. When You register with EduBridge, you will need to provide certain Data such as contact details and demographic information. We will store this Data and use it to contact You, provide you with details of the Services purchased and otherwise as required during the normal provision of the Course or Programme.
We may also use the above Data, and similar Data provided to us in response to surveys, to aggregate user profiles and, unless You expressly click on the relevant button on the Registration Form, provide You with communications. We will not pass any personal data onto anyone outside of EduBridge Learning Private Limited,
To enable us to monitor and improve our Services, we gather certain aggregated information about the Candidate, including details of Your operating system, browser version, domain name and IP address, the URL You came from and go to, and the parts of the Website You may visit. EduBridge uses information such as the Candidate's User ID, session identifiers and password to enable us to identify whether You are using our services, assist with the provision of services and to ensure that You have access to relevant products. We will only read cookies from their cookie file placed there through their web browser's interaction with the EduBridge Website. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content. EduBridge endeavours to take all reasonable steps to protect Candidate's personal Data including the use of encryption technology, but cannot guarantee the security of any Data disclosed to us. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.
EduBridge may supplement the information provide by Candidates with information we receive from third parties, such as educational institutions like colleges and universities, exam registration bodies, or past employers and organisations where You have previously worked. If the Candidate wish to change or update the data we hold about You, please e-mail wecare@EduBridgeindia.com, or contact us on our website

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.

SECURE YOUR SALARY WITH DIGIT GROUP'S TOTAL PROTECT POLICY

EduBridge Learning 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 www.edubridgeindia.com are in no way responsible or liable and every policyholder shall be solely responsible for the consequences.

Version-2022_08_10

EduBridge Learning Private Limited
EBSC Technologies Private Limited
EduBridgeIndia.com

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.

"LEARN & EARN" SCHOLARSHIP PROGRAM – KEY FEATURES

This Scholarship Programme - "Learn & Earn" Initiative has been wholly designed by EduBridge Learning Private Limited (hereinafter referred to as the "Company") to provide financial assistance to meritorious learners/students/users so that they can meet a part of their day-to-day expenses while pursuing training programme provided by the company. This Scholarship Programme has been developed by the Company with the sole aim of developing, supporting and extending the skills of deserving learner/students and helping them with training/ internship/ apprenticeship opportunities and placement assistance in the days to come.

TERMS AND CONDITIONS FOR AVAILMENT OF THE "LEAR AND EARN" SCHOLARSHIP

- No student is allowed to hold more than one scholarship at a time, irrespective of type and amount of scholarship
- No student shall be allowed to avail the benefits of Scholarship Programme independently without submission of the claim and approval by the Scholarship Selection Committee of the Company, whose decision shall be considered as final. The withdrawal and/ or cessation of the Scholarship Programme vis-à-vis any/ all Scholarship Awardees, without explanation, shall always be at the sole discretion of the Company.
- Scholarship awardees shall have to maintain satisfactory performance parameters for the training programme with no backlog and observe/ comply model code of conduct at all times.
- The Company shall have the right to utilize the names of the scholarship awardee for promotional activities and in doing so, the scholarship awardee shall be considered as brand ambassador of the Company for all practical purposes.
- As part of "Learn & Earn" Scholarship Program, the Company has agreed to offer a maximum scholarship of INR 24,000/- (Twenty-Four Thousand Rupees only), payable in 4 (four) tranches of INR 6000/- (Six Thousand Rupees only) each, to the scholarship awardees as noted hereunder:
  - . First Tranche of INR 6,000/-: For full payments received by the company on or before 21st of any month, awardees become eligible to receive the first tranche of scholarship payment on the 25th of the same month. Consequently, in the event payments are received after 21st of any month, awardees become eligible to receive the first tranche of scholarship on the 25th of the next month.
  - Second Tranche of INR 6,000/-: Scholarship awardees become eligible for the second tranche of scholarship payment upon completion of 25% of the Training or 25th of the following month after availing the first tranche payment, whichever is later
  - Third Tranche of INR 6,000/-: Scholarship awardees become eligible for the third tranche of scholarship payment upon attempting the MLAT test or 25th of the following month after availing the second tranche payment, whichever is later.
  - Fourth Tranche of INR 6,000/-: Scholarship awardees become eligible for the fourth tranche of scholarship payment upon completion of 75% of the training or 25th of the following month after availing the third tranche payment, whichever is later.
- Scholarship awardees are required to maintain attendance as detailed in the above points for the training programme in order to continue to be eligible for scholarships. No pleas/waivers shall be entertained under any circumstances.
- The scholarship payments would be processed within 10-15 working days of its claiming by scholarship awardees on the Learners Portal. No Scholarship amount would be processed without it being claimed by the learner/student.
- In cases where refund claims are made by scholarship awardees invoking the Money Back Job Guarantee, the Company shall provide the same after deduction of necessary amounts from the scholarship payments already disbursed to the candidates.
- Further details of the programme have been included as part of the Frequently Asked Questions on the Course Pages of the website – www.edubridgeindia.com and those too would be considered as part of these terms.
- If at any time there is a discovery of misrepresentation or fraudulent submission of documents or information relevant to the Scholarship Programme, the Company reserves the right to recover the entire prevalent fees due with an interest of 12 percent compounded annually in addition to any separate legal action that may be initiated by the Company against the undeserving candidate and/or his guardian.
- This terms and conditions vis-à-vis Learn & Earn Scholarship 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.
- In the event a dispute arises between the scholarship awardees and the Company as per the instant Terms and Conditions, 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, 1996. The venue for the arbitration shall be Kolkata, West Bengal, India. The arbitration shall be conducted by a sole arbitrator appointed by the Company. The award of the arbitrator shall be final and binding on the parties. Each Party shall bear its own cost of arbitration.

Revision

Below is a list of all the revisions made to the content of our Terms, with links to view the difference between each revision.

Version-2022-08-10

Version-2022-01-01

Version-2021-10-01