

## **Terms and Conditions**

EduKoj is a web hosted solution that provides courses and certifications through the website [www.EduKoj.com](http://www.EduKoj.com) (“**Website**”) for registered individuals, colleges, corporate and other entities (“**Users**”). Any service rendered to you through this Website, including but not limited to information about the courses and certifications, pictures, terms and conditions, transactions that may be implemented through the Website, order of courses and certifications, and all other services in relation thereto (“**Services**”) shall be subject to the terms and conditions set forth herein and contained in our Privacy Policy which shall, collectively, constitute an agreement between you (as the User of the Website) and EduKoj. On our Website we provide hosted tools and processes to allow you to enrol for courses and certifications offered by various Indian educational institutions and individual trainers either free or by paying a fee for the course and certifications.

The Services and use of the Website are provided to you subject to the terms and conditions set forth in this Terms of Use and our Privacy Policy, and any other rules and policies set forth on this Website. The terms and conditions below and any other rules or policies set forth on this Website comprise the entire agreement between User and EduKoj and supersede all prior agreements.

### **USER ELIGIBILITY**

Use of this Website is available only to entities which can form legally binding contracts under applicable law. Registration as provided for on this Website is a mandatory requirement for availing of the Service rendered on this Website.

EduKoj reserves the right to terminate your membership and refuse to continue providing you with access to this Website if EduKoj discovers that you are incompetent to contract by virtue of your age or otherwise under applicable law. This Website is not available to persons whose membership has been suspended or terminated by the EduKoj for any reason whatsoever. Those who choose to access this Website from outside India are responsible for compliance with local laws of their jurisdiction and all applicable laws.

### **ACKNOWLEDGMENT AND ACCEPTANCE**

Please read the following terms of these Terms of Use carefully. By completing the registration process, Users accept and agree to all of the terms and conditions set forth in these Terms of Use and in our Privacy Policy. Users hereby acknowledge that they are 18(eighteen) years of age or older.

### **USER RESPONSIBILITIES**

These Terms of Use give you important obligations. You agree and confirm to the following responsibilities:

- You shall comply with our Anti-Spam policy as set forth in these Terms of Use.
- That you will use the Service rendered by EduKoj for lawful purposes only and comply with these Terms of Use, all applicable laws and regulations while using this Website and transacting on this Website.
- Creation and maintenance of all content in the account(s) including but not limited to academic content, assessments, email/SMS content, profile information and current billing and contact information.
- Email/mobile phone number list and address book maintenance including opt-out contact information and immediate removal of opt-outs and bounces from email/mobile phone number lists and the address book.
- EduKoj reserves the right to confirm and validate your information and other details provided by you at any point of time and shall have the right to use it for its internal purpose, for market analysis, consumer behaviour studies etc (except the credit/debit card details). If upon confirmation, your details are found not to be true (wholly or partly), EduKoj has the right in its sole discretion to reject the registration and debar you from using this Website

without prior intimation whatsoever.

- In the event that you are unable to receive the service on account(s) of an inaccuracy or mistake by you (i.e., including but not limited to you providing us with a wrong name or address or any other wrong information), any inconvenience or delay that ensues are a result of such mistake, shall not be EduKoj's liability and losses incurred by the EduKoj as a result of such inaccuracy or mistake may be claimed from you including cost of the courier agency and any other costs incurred by EduKoj.
- Before placing an order, you will check the course or certification description carefully. By placing an order for a course or certification you agree to be bound by the conditions of course or certification included in the course's description and payment of all agreed course or certification fees.
- You are accessing this Website and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Website including in relation to usage of the Service(s) etc.
- You will comply with all other obligations set forth in these Terms of Use.

We reserve the right to deactivate your account(s) as we deem appropriate or necessary, without notice. You enter and use the Website and the Service(s) at your own risk. EduKoj is not responsible for your activities, content, results that arise as you go through the courses or certification, or any other matter concerning your use of the Website or the Service(s). We recommend that you keep track of your results in your own personal records, as we reserve the right to discontinue your account(s) or terminate the Service(s) at any time. We are not responsible for the deletion of any data that is in or has been added to your account(s). If a User account(s) remains inactive for a period of 12(twelve) months, the account(s) will be automatically deactivated upon the expiry of 12(twelve) months.

#### **MODIFICATION TO SERVICE(S) PROVIDED**

You acknowledge and agree that we may, with or without notice, modify or terminate the Service(s) and/or the Website. Further, we may modify these Terms of Use from time to time, including the fees we charge for Service(s) including the courses and certifications.

Modifications of the Service(s) may include, without limitation, changes not limited to but including in the course content, course outline, assessments, quizzes, presentations, discussions, blogs that may be created, saved, sent or used through the Website (collectively, "Thresholds"). You can access the latest version of these Terms of Use at any given time on this Website address [<http://www.EduKoj.com/terms-conditions-policy>]

We will endeavour to notify you of any significant changes we make by posting a notice on our Website, or, by sending you an email. If you do not accept the changes, you must terminate your subscription or other use at that time. However, if you continue to use the Website or the Service(s) after the notice is posted (or we send you the email) you shall be deemed to have agreed to accept and abide by the modified Service(s) or these Terms of Use. If the changes are limited to the course or certification content and assessments, you may not be notified about them.

#### **PAYMENT TERMS; AUTOMATIC RENEWAL; CANCELLATION**

You agree to pay, and we will automatically charge, all account(s) fees, including any usage that exceeds the Thresholds at the rates posted, and including any applicable taxes, at the rates in effect when the fees are incurred. We may change the fees then in effect, or add new fees, by giving Users advance notice. You must provide us/our third party service providers with valid credit card information, debit card information, net banking information or cash on delivery information and must promptly update the account(s) information page in EduKoj with any changes in credit card validity or expiration date or any other changes. If payment cannot be charged to the credit card or debit card you enter on our payment gateway, we reserve the right to suspend or terminate your account(s) and access to the Service(s).

While availing any of the payment method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to lack of authorization for any transaction/s, or exceeding the preset limit mutually agreed by you and between bank/s, or any payment issues arising out of the transaction, or decline of transaction for any other reason/s.

All payments made against the purchases/services on the Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

#### **ELECTRONIC COMMUNICATIONS**

When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that you will update your e-mail address and other contact details regularly. If EduKoj is desirous of sending a communication by e-mail, it shall send it to your e-mail address available on its records and it shall be deemed to have been received by you once it is reflected as sent in the outbox of EduKoj's e-mail ID. You may cancel your account(s) at any time by sending us an email at support@EduKoj.com. This e-mail address is being protected from spambots. You need JavaScript enabled to view it. Upon receipt of your email, we will promptly terminate your access to the Service(s). We reserve the right to terminate your subscription and/or discontinue Service(s) at any time for any reason.

#### **FRAUDULENT / DECLINED TRANSACTIONS**

Without prejudice to EduKoj's rights under law, EduKoj reserves the right to recover from you, inter alia, the cost of Service(s), collection charges, lawyers fees and any other charges that are borne by or are likely to be borne by EduKoj due to your use of a credit/debit card, the Service(s) and/or this Website fraudulently. In such an event, EDUKOJ reserves the right to initiate legal proceedings against you for fraudulent use of this Website and any other unlawful acts or acts or omissions in breach of these Terms of Use. You hereby indemnify EDUKOJ against any costs, damages, claims or other demands in relation to violation of any of your obligations under these Terms of Use.

#### **REGISTRATION & PASSWORD: OBLIGATION**

When you register on this Website, you will provide current, complete, accurate information in the registration section of the Website to create your account(s). You will further maintain and promptly update your account(s) and keep your information current as needed to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if EDUKOJ has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with these Terms of Use, EDUKOJ has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to this Website, without any further obligations. You will provide a password in order to access the Service(s) and your account(s). You are solely responsible for any use of the Service(s) with your account(s) and operation of your account(s). Email login must be a valid email address maintained by you. You are solely responsible for maintaining the confidentiality of your password and account(s) information. You will immediately notify us of any unauthorized account(s) activity, or any unauthorized use of your email list(s) or any other breach of security you become aware of by emailing us at support@EduKoj.com. This e-mail address is being protected from spambots. You need JavaScript enabled to view it. EDUKOJ is a single license service. Multiple users and passwords to the same license are not available or permitted. You may not share logins and

passwords with others. Sharing login information is in violation of these Terms of Use and may result in immediate account(s) termination. You hereby allow and authorise EDUKOJ to use your information, as may be required from time to time, in accordance with its Privacy Policy, in relation to fulfilling its obligations under these Terms of Use and/or under applicable law.

### **PRIVACY**

We are committed to protecting the privacy and confidential information of Users. For more information on our Privacy Policy, please click [here](#). You agree to maintain and comply with the privacy policy.

### **ANTI-SPAM POLICY**

EduKoj is committed to being a trusted member of the Internet community. As such, we have adopted a firm anti-spam stance. Spam can deluge a recipient's email box and waste the recipient's time and money. Spam often causes recipients to complain to their internet service providers who in turn may block or restrict access from legitimate services like ours, and Users, like you.

To help recipients be free from spam, and to maximize the availability of our Service(s) to our community of Users, we have taken a "zero tolerance" stand against spam. You acknowledge, warrant and agree that:

- You will not engage in any spamming activities in your use of the Service(s).
- You understand that EduKoj is a "online learning portal" and is not the sender or originator of any spamming services, and that you are therefore solely responsible for your email/SMS/call activities using the Service(s).
- Your use of the Website and Service(s) will not violate any Indian or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited mail.
- If you engage in any unlawful spamming activity, EduKoj will report such conduct to the appropriate authorities and turn over any and all information, including personally identifiable information, to appropriate law enforcement persons or entities.
- We will terminate the account(s) of any User determined to have used the Service(s) in connection with any spam email/SMS/call or otherwise breached these Terms of Use. We reserve the right to terminate your account(s) and your use of the Service(s), without notice, if we believe your activities are not in compliance with this Anti-Spam policy. We thank you for your compliance with our Anti-Spam policy and your commitment to good internet usage policies.

### **OTHER PROHIBITED USES**

You acknowledge, warrant and agree that:

- You will not transmit through the Service(s) or the Website any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content.
- You will not send any transmission or upload any material that attempts to hide your identity or represents you as someone else.
- Any attempt by you to transmit, upload, publish or distribute material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group is strictly prohibited.
- You will not use the Service(s) or the Website to send any materials to any persons under 18(eighteen) years of age unless and until you have taken and follow all necessary action and compliance pursuant to the existing laws of the Republic of India
- You will not upload or distribute in any way any files that contain viruses, corrupted files or any similar software or programs that may damage the operation of anyone else's computer, the Service(s) or the Website.
- You will not interfere or disrupt networks connected to the Service(s) and the Website.

- Any attempt by you to gain unauthorized access to any computer system, including accounts, lockers or databases maintained by and for EduKoj, is strictly prohibited.
- You will comply with all laws, rules and regulations regarding transmission of technical data.

If you engage in any activity set forth in this paragraph or violate any terms or conditions of these Terms of Use, your account(s) will be terminated and use of the Service(s) and Website prohibited. We will report any unlawful conduct to the appropriate authorities and turn over any and all information regarding such activity to appropriate persons or entities.

#### **DISCLAIMER OF WARRANTIES**

You expressly acknowledge and agree that use of the Service(s) and the Website is at your sole risk. The Service(s) and the Website are provided on an “as is” and “as available” basis. To the fullest extent allowed by law, EduKoj expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. The contents of the Service(s) or the Website may contain bugs, errors, problems or other limitations. EDUKOJ assumes no liability or responsibility for any errors or omissions in content.

EDUKOJ is not responsible for the contents of any material uploaded by the User on EDUKOJ. EDUKOJ does not warrant or make any representations regarding the reliability or accuracy of the registration information supplied to EDUKOJ nor the responses or information supplied during the assessments. EDUKOJ does not warrant or make any representations regarding the use or the consequences of the use of any academic or non-academic material, nor does EDUKOJ warrant the correctness, usefulness, reliability, accuracy or otherwise of any of the material uploaded on its servers. EDUKOJ is not responsible for any damages, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on any academic or non-academic material on or through the Service(s) or the Website. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of the material received while using the Service(s) or Website.

EDUKOJ makes no warranty that the Service(s) or Website will meet your requirements or that the Service(s) will be uninterrupted, timely, secure, virus-free, error-free, accurate or reliable; nor does EDUKOJ make any warranty as to any information that may be obtained through the Service(s) or Website or that defects in the software for the Service(s) will be corrected or that the Website is free of viruses or other harmful components. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Service(s) or Website is done at your own discretion and risk. And that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.

EDUKOJ makes no warranty regarding any goods or Service(s) purchased or obtained through the Service(s) or Website or any transactions entered into through or based upon the Service(s) or the Website.

No advice or information, whether oral or written, obtained by you from the Service(s) or Website or through the Service(s) or Website shall create any warranty not expressly made herein.

#### **LIMITATION OF LIABILITY**

To the fullest extent permissible pursuant to applicable law, neither EDUKOJ nor any parent entities, subsidiaries, affiliates, officers, franchisees or employees, shall be liable for any direct, indirect, special, incidental, consequential or punitive damages arising out of your access to, use of, inability to use, or reliance on the Service(s) or any academic or non-academic content, even if advised of the possibility of such damages. If you are dissatisfied

with the Service(s), the materials available on or through the Service(s) or the Website, or with any of the terms of these Terms of Use, your sole and exclusive remedy is to discontinue using the Service(s) and leave the Website immediately. Neither EDUKOJ nor its parent entities, subsidiaries, affiliates, officers, or employees shall be liable in respect of any materials, services, warranties offered by any third party other than its authorised EDUKOJ Franchisees. Neither EDUKOJ nor its parent entities, subsidiaries, affiliates, officers, or employees shall be liable in respect of any false claims, misrepresentations or deficiency of service of any franchisee or any entity purporting to be a franchisee of EDUKOJ. Users may confirm that a franchisee is an authorised franchisee of EDUKOJ by sending an e-mail to support@EduKoj.com with details of the franchisee.

EduKoj and EduKoj.com are the registered trademarks of EDUKOJ. EDUKOJ is engaged in facilitating enrolment of students with various degree, diploma and other certification programmes offered by various Indian educational institutions and universities. In this relation, EDUKOJ also provides certain facilitation and value added Service(s) to, or for the benefit of the educational institutions and universities, on a principal-to-principal basis.

EDUKOJ is neither a partner nor an agent of such educational institutions and universities, and does not have any role whatsoever in awarding degrees, diplomas or certifications with respect to the programmes offered by such educational institutions. Award of degrees/diplomas/certifications is subject to the terms and conditions prescribed by the educational institutions and universities, and the student is required to fulfill, among others, the academic or other requirements as set by the educational institution or university offering the degree/diploma/certification programmes.

Although EDUKOJ makes best efforts to procure high quality programmes from concerned educational institutions or universities or individual trainers, and for providing students with facilitation services and incidental support services, it does not make any representation or warranty of any kind, either express or implied, including but not limited to warranties as to merchantability, fitness for any purpose or use, accuracy, completeness, reliability, performance, satisfactory quality, continued certification of the courses, compliance by its educational institutions or universities with applicable law etc. EDUKOJ disclaims all warranties, conditions, representations, express or implied, whether by custom, usage, or otherwise as to any matter, including, non-infringement of third party rights. EDUKOJ does not warrant that the courses will precisely meet the requirement of the students. No oral or written information or advice given by EDUKOJ or its or its affiliates, representatives or franchisees shall create a warranty. All statutory and implied warranties are expressly excluded to the fullest extent permitted under law. EDUKOJ will not be liable for any claims, losses or damages of whatsoever nature including but not limited direct, indirect, incidental, punitive, special, incidental, consequential or exemplary damages, damages for loss of profits, goodwill, use or other intangible losses, whether in tort or contract or under statute, arising out of or in relation to the degree/diploma/certification courses offered by the concerned educational institutions and universities. Any recourse for a student for relief or remedy against any of the foregoing will lie solely against the educational institution or university offering the degree/diploma/certification programme.

#### **PROPRIETARY RIGHTS: INTELLECTUAL PROPERTY**

EDUKOJ owns the content including the graphics, names, text, software, music, videos, sound, pictures, compilations, , page layout, design, processes, procedures, digital conversion or other material contained in the Service(s) and the Website to the extent such content is provided and/or designed by EDUKOJ. It has given due credit in case the material has been licensed from a third party. It is all protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. No one may copy, reproduce, distribute in any way, or decompile, reverse engineer or disassemble the content. You are

permitted the limited license to use the content of the Service and the Website as authorized herein to study the academic or non-academic material for your personal use as an end product only, and you must at all times maintain EDUKOJ's copyright symbol on the production any form or medium. While your account(s) is active, you will have the right to access your content, and you assume the entire risk of disclosing such content to third parties. Modification or use of EDUKOJ's content in any prohibited way is a violation of copyright and other proprietary laws. No one may copy, reproduce, transmit, post, distribute or create derivative works from this Website without prior express authorization. No misappropriation or misuse of names, marks, other proprietary material.

You agree not to use, misuse or misappropriate any brand names, trademarks, service marks, patents, images, text or other proprietary material or content of another on or through the Service(s) or the Website. If you use any such proprietary material or content, by doing so, you warrant that you have the right and authority to do so.

#### **LINKS AND ADVERTISERS**

EDUKOJ may provide advertising space and/or links and pointers to internet sites maintained by third parties. EDUKOJ has not reviewed all of the third -party websites nor reviewed any products or services they may provide. EDUKOJ is not responsible for nor does it endorse the contents or any products or services of such third parties or their websites. EDUKOJ does not control in any respect any information, products or services offered or suggested by third parties on the website. EDUKOJ does not endorse or otherwise warrant or guarantee the products or services that are either advertised on the Website or connected by link.

#### **TERMINATION**

These Terms of Use and the Service(s) may be terminated by EDUKOJ at any time. EDUKOJ shall not be liable to you or any third party in any manner for termination of the Service(s). In the event you should become dissatisfied with the Terms of Use or any modifications thereof, or with the Service(s) or the Website, your only recourse is to discontinue use of the Service(s), terminate your subscription, and give notice to us of these actions.

Upon termination, your right to use the Service(s) and the Website cease immediately and EDUKOJ shall have no obligation whatsoever to retain, forward or make available to you any of the academic or non-academic material available on EDUKOJ.

#### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless EduKoj, its parent entities, subsidiaries, affiliates, officers, and employees, from any and all claims and demands, including attorneys' fees, due to or arising from your use of the Website or the Service(s), academic content, non-academic content, assessments, course material and any other conduct related in any way to the Service(s) or the Website, including but not limited to breaching any warranty or provision contained in these Terms of Use.

#### **JURISDICTION**

These Terms of Use and the relationship between you and EDUKOJ shall be treated as if entered into and executed in the jurisdiction of the High Court of Delhi, India and shall be governed and construed in accordance with the laws of the Republic of India, without regard to conflict of law principles, and also excluding the United Nations Convention on Contracts for the International Sale of Goods. You agree to submit to personal and exclusive jurisdiction and venue of the courts in the city of New Delhi, India. EDUKOJ makes no representation that the materials and content on the Website or relating to the Service(s) are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is strictly forbidden. Those who access the Service(s) or the Website from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws. Any claim or demand under these Terms of Use must be made

within 1 year of the occurrence of the underlying facts.

**NATURE OF AGREEMENT**

You agree that your completion of the registration procedure constitutes agreement to these Terms of Use. Further, these Terms of Use are the entire and only agreement between you and EDUKOJ and supersede any prior or other understandings, representations or warranties including, but not limited to, any nondisclosure agreements, purchase orders, license agreements, service agreements, invoices