

Terms and Conditions

Effective Date: 04/10/2024

Learning Destiny Private Limited ("Company", "we", "us", or "our") Terms and Conditions ("Terms") govern your access to and use of our website, courses, content, and any services ("Services") provided by Learning Destiny Private Limited, an ed-tech company incorporated under the laws of India.

By accessing, browsing, or using our website and services, you ("User", "you", "your", "student") agree to comply with these Terms. If you do not agree with any part of these Terms, please refrain from using our services.

1. Acceptance of Terms

By using our services, you acknowledge that:

1.1 You have read, understood, and accepted these Terms and our Privacy Policy.

1.2 You are at least 18 years of age or have obtained the consent of a parent or legal guardian if you are a minor.

1.3 You have the legal capacity to enter into a binding agreement as per the **Indian Contract Act, 1872**.

1.4 You agree to comply with all applicable laws, including but not limited to the **Information Technology Act, 2000**, **Consumer Protection Act, 2019**, and **RBI Guidelines** for financial and digital payment transactions.

2. Use of Services

2.1 **Eligibility:** You must register for an account to access certain features of our platform. By creating an account, you represent that all information provided is accurate and current.

2.2 **Account Security:** You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account. Notify us immediately if you suspect any unauthorized use of your account.

2.3 **Prohibited Activities:** You agree not to:

- Use our platform for any unlawful purpose.
- Misrepresent your identity or provide false information.
- Engage in any activity that disrupts the functioning of our services.

- Access, collect, or store personal data of others without their consent.
- Distribute malware or engage in activities harmful to the platform.

2.4 Termination: We reserve the right to suspend or terminate your access to our services if you violate these Terms, engage in fraudulent activities, or for any other reason at our discretion.

3. Intellectual Property Rights

3.1 Ownership: All content, materials, and resources provided on our website, including but not limited to text, graphics, logos, images, and course materials ("Content"), are the intellectual property of Learning Destiny Private Limited or its licensors.

3.2 Limited License: You are granted a limited, non-transferable license to access and use the Content solely for personal, non-commercial purposes. You must not reproduce, distribute, modify, or create derivative works of the Content without our express permission.

3.3 Trademark Notice: All trademarks, service marks, and logos displayed on our platform are the property of Learning Destiny Private Limited. Unauthorized use is strictly prohibited.

4. Payment and Refund Policy

4.1 Payment Terms: Payment for courses, subscriptions, or other services must be made as per the specified pricing and terms. We use secure payment gateways in compliance with RBI guidelines to process payments.

4.2 Refund Policy: We offer refunds for services only in accordance with our **Cancellation and Refund Policy**, which is detailed separately. Refunds will be processed within the time frame specified and will comply with Indian consumer protection laws.

4.3 GST Compliance: All payments are inclusive of applicable GST as per the Indian tax laws. A GST invoice will be provided for all payments.

4.4 Chargebacks and Disputes: You agree to contact us for any payment-related issues before initiating a chargeback or dispute with your bank. We reserve the right to suspend your account for unresolved payment disputes.

5. User-Generated Content

5.1 Responsibility: If you submit or upload content, comments, feedback, or other materials on our platform ("User Content"), you are solely responsible for its accuracy and legality.

5.2 License to Use: By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute such content for the purposes of providing and promoting our services.

5.3 Prohibited Content: You must not upload content that is defamatory, offensive, or violates any third-party rights, including intellectual property or privacy rights. We reserve the right to remove any such content without prior notice.

6. Privacy and Data Security

6.1 Privacy Policy: Our collection, use, and processing of your personal information are governed by our **Privacy Policy**, which is an integral part of these Terms.

6.2 Data Security: We implement robust security measures to protect your personal information. However, you acknowledge that no system is completely secure, and we cannot guarantee the absolute security of your data.

7. Third-Party Services and Links

7.1 Our platform may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of these third-party sites.

7.2 You access these third-party sites at your own risk and should review their terms and policies before engaging with them.

8. Disclaimers and Limitation of Liability

8.1 No Warranty: Our services are provided on an "as is" and "as available" basis. We disclaim all warranties, whether express or implied, including but not limited to the accuracy, completeness, or reliability of our content.

8.2 Limitation of Liability: To the maximum extent permitted by law, Learning Destiny Private Limited shall not be liable for any direct, indirect, incidental, or consequential damages arising from your use or inability to use our services, even if we have been advised of the possibility of such damages.

8.3 Indemnity: You agree to indemnify and hold Learning Destiny Private Limited harmless from any claims, damages, or expenses arising out of your violation of these Terms or misuse of our services.

9. Governing Law and Dispute Resolution

9.1 These Terms are governed by and construed in accordance with the laws of India.

9.2 Jurisdiction: Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Hyderabad, Telangana, India.

9.3 Dispute Resolution: Before resorting to legal proceedings, you agree to first contact us to resolve the issue amicably through negotiation or mediation.

10. Amendments to the Terms

We may revise these Terms from time to time to reflect changes in our services, legal requirements, or company policies. The updated Terms will be posted on our website with the "Effective Date" and will become binding upon publication. Your continued use of our services after any changes constitutes acceptance of the updated Terms.

11. Contact Information

For any questions or concerns about these Terms, please contact us at:

- **Email:** learningdestiny.info@gmail.com
- **Phone:** +91 9059898900