

SELF-DECLARATION AND AGREEMENT

I, _____, aged _____, Son/Daughter of _____, residing at _____, hereby agree to pay the fees of ₹_____, which includes processing fees, interview scheduling, documentation, backend charges, and other charges related to placement and training at TCF Technologies. I acknowledge all the terms and conditions with full understanding and provide my Aadhaar Card (Aadhaar Number: _____) and PAN (PAN Number: _____) as proof of identity. I have decided to join the TCF Technologies course in Chennai, starting on _____, and I agree to follow all the current rules and regulations of TCF Technologies. I hereby solemnly affirm and declare as follows:

Section A: General Information

1. Accuracy of Information:

I confirm that all information provided by me is true, complete, and correct to the best of my knowledge. I understand that if any information is found to be false, misleading, or misrepresented, TCF Technologies reserves the absolute right to terminate any training, placement, or assistance without any refund and may pursue legal remedies.

2. Voluntary Consent:

I confirm that I have voluntarily accepted to enroll in the course and agree to abide by the terms and conditions mentioned by TCF Technologies without any compulsion, coercion, or undue influence from any third party.

Section B: Terms & Conditions

1. Mandatory Training and Attendance:

The student must attend all mandatory training sessions. Failure to attend classes is at the student's sole risk, and TCF Technologies will not be held liable for any consequences, including employment difficulties, that arise thereafter.

2. Non-Refundable Fees:

All fees paid for the course, placement assistance, interview support, documentation, backend processes, etc., are strictly non-refundable under any circumstances, including but not limited to course discontinuation or failure to secure employment.

3. Course Discontinuation:

In the event of course discontinuation by the student, the remaining full course fees must be paid, and no refunds or fee adjustments will be made. Fee payments are strictly non-transferable.

4. Voluntary Enrollment:

I affirm that I have voluntarily joined the course after careful consideration and that TCF Technologies' services and fee structure align with my expectations.

5. Non-Liability for Job Termination:

TCF Technologies is not responsible for any employment termination or performance-related issues once a student is placed. No refunds or further assistance will be provided, and additional services, if required, will be subject to additional fees.

6. Confidentiality and Non-Disclosure:

I agree not to disclose any proprietary or confidential information pertaining to TCF Technologies to any third party. A breach of this obligation will result in legal action.

7. Intellectual Property Rights:

All materials provided during the training are the intellectual property of TCF Technologies and must not be reproduced, distributed, or used for commercial purposes without prior written consent.

8. Non-Compete Clause:

I agree not to engage in any employment or attend interviews during the course or placement process without prior written consent from TCF Technologies. Breaching this condition will invalidate any placement assistance or refund claims and may require full course fee payment.

9. Limitation of Liability:

TCF Technologies will not be liable for any indirect, incidental, or consequential damages, including the loss of job opportunities or associated impacts.

10. Legal Jurisdiction and Governing Law:

This agreement shall be governed and construed in accordance with the laws of India, and any disputes shall be subject to the exclusive jurisdiction of the courts in Chennai, Tamil Nadu.

11. Dispute Resolution:

Any disputes arising from or in connection with this agreement shall be resolved through arbitration under the Arbitration and Conciliation Act, 1996, with arbitration conducted in Chennai, Tamil Nadu.

12. Force Majeure:

TCF Technologies will not be held responsible for failure to fulfill obligations due to unforeseen circumstances beyond its control, such as natural disasters, pandemics, or any government-imposed restrictions.

13. Background Verification and Document Failure:

In case of failure during background verification or discrepancies in submitted documents, TCF Technologies will not be held liable for any job loss or adverse impact. The student accepts full responsibility for such risks.

14. Attendance and Performance Tracking:

TCF Technologies reserves the right to track the student's attendance and performance. A minimum performance threshold, which will be communicated at the time of joining, must be maintained. Failure to meet this threshold may result in termination from the course without a refund.

15. Communication Responsibility:

It is the student's responsibility to maintain regular communication with TCF Technologies regarding progress, placement updates, and any issues. Failure to do so may result in delayed or terminated services.

Section C: Payment and Financial Obligations

1. Late Payment and Interest:

I acknowledge that failure to pay the fees by the stipulated time will attract an interest charge of 18% annually, calculated from the offer letter date. TCF Technologies reserves the right to take legal action to recover unpaid fees.

2. Completion Certificate:

The issuance of completion certificates is conditional upon full payment of fees and fulfillment of attendance and training requirements.

Section D: Placement Terms

1. No Job Guarantee:

TCF Technologies will assist with placement efforts, but securing employment is dependent on individual skills and performance. TCF Technologies bears no responsibility if employment is not secured despite the services rendered.

2. Acknowledgment of Efforts:

The student acknowledges that securing a job depends upon their own qualifications and performance during interviews. TCF Technologies does not guarantee placement despite reasonable assistance.

3. Placement Termination:

If a student fails to secure a job within 10 months or fails five interviews, the placement process will be terminated, and no refund will be provided. Additional fees will be charged for further placement services.

4. Non-Exclusivity:

Job opportunities are competitive and cannot be guaranteed exclusively to any student.

5. Professional Conduct:

The student must maintain professional behavior during training and placements. Any misconduct or violations will lead to termination without a refund.

6. Employer-Specific Requirements:

The student must meet any employer-specific requirements (such as background checks, certifications, etc.), and TCF Technologies is not responsible for failures in meeting such requirements.

Section E: Special Conditions for Placement through Informal Channels (BackEnd Process)

1. No Legal Responsibility for Employment Process:

I acknowledge that the placement assistance provided by TCF Technologies may involve informal methods of employment, including direct or indirect approaches to securing placement. TCF Technologies is not responsible for the legitimacy, legality, or ethical standards of such processes, and I agree to take full responsibility for my participation in the job placement process.

2. Risk Acknowledgment and Waiver of Claims:

I understand that pursuing a job through informal or non-standard recruitment channels may involve risks, including but not limited to job security, background verification challenges, and potential termination by the employer. I voluntarily accept these risks and agree not to hold TCF Technologies liable for any consequences, including but not limited to job loss, legal issues, or failure to meet employment conditions after placement.

3. Confidentiality of Process:

I agree to maintain strict confidentiality regarding the nature of the placement process and understand that any disclosure of the backdoor process to third parties, including potential employers or other students, may result in immediate termination of services and legal action.

4. Non-Disclosure to Employers:

I agree not to reveal the nature of my placement process to any employer, including the fact that TCF Technologies facilitated the job opportunity through informal channels. Any breach of this obligation will void the placement agreement, and no further support will be provided by TCF Technologies. The student will also be responsible for any legal consequences arising from such a breach.

5. No Refunds for Failed Placements or Terminations:

I understand that backdoor job processes carry inherent risks, including employer-initiated termination due to discovery of the informal recruitment process. In such

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cases, TCF Technologies will not be liable for any refund, further placement assistance, or compensation for lost wages. The student fully accepts responsibility for all outcomes related to the employment obtained through such methods.

6. Employment Compliance and Background Checks:

I understand that certain employers may perform background verification, and if the informal nature of my placement leads to rejection or termination, TCF Technologies will not be held liable. The student agrees to bear any consequences arising from background checks or other verifications conducted by the employer.

7. Non-Involvement in Employer Policies or Legal Issues:

TCF Technologies is not responsible for any legal disputes or employment issues arising between the student and the employer, including but not limited to breaches of contract, salary discrepancies, job role changes, or any legal ramifications. The student is solely responsible for resolving such issues directly with the employer, without involving TCF Technologies.

8. Compliance with Employer's Terms:

I agree to comply with all the terms and conditions set forth by the employer, including but not limited to work hours, salary structure, job responsibilities, and any non-disclosure agreements. Any failure to comply with employer requirements will not be the responsibility of TCF Technologies.

9. No Liability for Internal Employer Policies:

TCF Technologies is not responsible for any issues related to internal employer policies such as probation periods, job role changes, salary adjustments, or relocation requirements that may occur after the student's placement

Section F: Legal Protections for TCF Technologies

1. No Warranty of Job Security:

TCF Technologies provides no guarantees or warranties about the security, duration, or nature of any job obtained through informal recruitment channels. I acknowledge that job placement through such means may involve risks beyond the control of TCF Technologies.

2. Indemnification Clause:

I agree to indemnify and hold harmless TCF Technologies, its directors, employees, agents, and representatives from any claims, losses, liabilities, or damages that may arise out of or in connection with the informal placement process, including but not limited to legal disputes with employers, failure to meet employment conditions, or termination.

3. No Legal Representation:

I acknowledge that TCF Technologies does not provide legal advice or representation regarding employment matters, and any legal issues that arise out of the informal recruitment process must be addressed by the student directly with the employer. I agree not to hold TCF Technologies responsible for any legal consequences arising from the employment obtained through informal channels.

Section G: Final Declarations

1. Final Acknowledgment:

I declare that I have fully understood and accepted the terms of this agreement.

2. Liability for False Information:

I acknowledge that providing false information will lead to termination from the program and may result in legal prosecution.

3. Disclaimer of Warranties:

TCF Technologies makes no guarantees concerning job placement success, salary levels, or work arrangements (e.g., hybrid, work-from-office, remote) as these depend on the student's individual performance and market conditions.

4. Disclaimer of Third-Party Liability:

TCF Technologies will not be held liable for any disputes between students and third-party employers or recruiters.

5. Amendments to the Agreement:

Any changes or amendments to this agreement shall be communicated in writing, and the student agrees to comply with any revised terms and conditions as directed by TCF Technologies.

6. Non-Refundable Fees: I acknowledge that all fees paid to TCF Technologies are non-refundable and cannot be transferred to another person. Once the payment is made, it will not be refunded under any circumstances, including but not limited to course discontinuation, failure to secure employment, or any other reasons.

7. Dispute Resolution: "I agree that any disputes shall be resolved through mediation and, if necessary, arbitration under the Indian Arbitration and Conciliation Act, 1996. I shall not approach the police or court during or after the resolution process, and the arbitration decision will be final and binding."

Place:

Date:

Name and Signature of the Candidate