# GEN AI ARCHITECT COURSE ENROLMENT AGREEMENT

These Terms and Conditions apply to all the Services provided by Social Eagle.

You may contact us at legal@socialeagle.ai / +91 842 842 1222

Before you enrol for an Online Course, or otherwise for purchases via our website, please carefully read these Terms. If you don't agree to these Terms, please don't enrol in an Online Course.

By clicking "Accept" when you create an account, or otherwise proceed to engage with an Online Course, you agree to be bound by these Terms.

#### 1. **DEFINITIONS**

For the purposes of this Agreement:

- a) "Course" refers to the Gen AI Architect Course offered online.
- b) "Fees" means the fees paid by you to Social Eagle for the Services.
- c) "LMS" refers to the secure Learning Management System used for course delivery.
- d) "Course Materials" refers to all resources and information provided by Social Eagle to support the Online course offered. This includes both electronic and physical formats, such as worksheets, presentations, reading materials, instructional guides, videos, and any other educational content designed to enhance the learning experience.
- e) "Intellectual Property Rights" means 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) throughout the world.
- f) "Confidential Information" refers to any non-public information disclosed by one party (the "Disclosing Party") to the other party (the

"Receiving Party") in connection with the online course, whether orally, in writing, or in any other tangible form, that is designated as confidential or that, under the circumstances, should reasonably be understood to be confidential. Confidential Information includes, but is not limited to instructional content, lectures, readings, assignments, assessments, and any other educational materials provided by Social Eagle. Confidential information shall also include but not be limited to any personal data of students or faculty, including names, contact details, any records or data related to student's academic performance, progress, and evaluations and any other information provided for the purpose of the course.

- g) "WhatsApp Community" refers to the peer-learning community established on WhatsApp for ongoing discussions and interaction among participants.
- h) **"You"** or **"User"** means the individual purchasing the Services from Social Eagle. h) "Website" means <a href="https://community.socialeagle.ai/usr/my-courses">https://community.socialeagle.ai/usr/my-courses</a>
- i) User EMAIL ID for course access: mprasanthm19@gmail.com
- j) User WhatsApp number for group access Number9.18E+11

## 2. COURSE DETAILS

- 2.1. The Provider offers the "Gen AI Architect Course" which will be delivered online via secure LMS and live meetings using platforms such as Zoom or Google Meet.
- 2.2. The course duration shall span 2 months, with course materials accessible for a period of 6 months from the date of enrolment.
- 2.3. Participants will also receive lifetime access to a WhatsApp-based community for ongoing discussions.

- 2.4. Upon successful course completion, participants will receive a certificate without any grading or assessment.
- 2.5. Participants shall maintain professional decorum and respectful communication within the WhatsApp-based peer-learning community. Any defamatory, abusive, offensive, discriminatory, or otherwise inappropriate conduct will not be tolerated. In the event of such behaviour, the Provider reserves the right to immediately revoke the participant's access to the WhatsApp group and other associated services, without any refund of Fees, and may also take appropriate legal action if deemed necessary.
- 2.6. As part of the Gen AI Architect Course, the Provider will conduct structured doubt-clearing sessions to support participant learning and engagement.
  - 2.6.1. This includes six (6) live online sessions conducted every Week, as per the published schedule.
  - 2.6.2. The training sessions will allow participants to interact with instructors in real time to clarify concepts and address questions.
  - 2.6.3. In addition, four (4) offline, in-person doubt-clearing sessions will be conducted during the course tenure to facilitate deeper learning, hands-on problem-solving, to the user and direct interaction with instructors.

## 3. FEE & PAYMENT TERMS:

- 3.1. The total course fee is ₹50000 + 18% gst = ₹59000/-
- 3.2. Participants shall ensure full payment before the commencement of the course.
- 3.3. Payments may be divided into multiple transactions; however, the complete fee must be paid before the course start date.

# 4. CREDENTIAL REQUIREMENTS & COURSE ACCESS:

- **4.1.** Participants are required to register using a valid email ID and mobile number given during the time of payment.
- **4.2.** Access to the course is strictly provided to the registered email ID and is non-transferable.
- **4.3.** Credentials required for course access will be delivered via email following confirmation of full payment.

#### 5. SUPPORT & CONTACT:

- **5.1.** Participants can seek support through email at upskill@socialeagle.ai or via phone/WhatsApp at 8428428800.
- **5.2.** Support is available from Monday to Friday between 10:00 AM and 6:00 PM IST.

#### 6. LIVE SESSIONS:

- **6.1.** The course includes weekly live sessions (6 times in total) to clear the doubts of the students.
- 6.2. The course includes offline live sessions (4 times in total) during the duration of the course.

#### 7. COURSE MATERIAL & COMMUNITY ACCESS:

- **7.1.** Participants will have access to course videos and materials for a period of 6 months from the date of enrolment.
- **7.2.** After the completion of this period access to videos and session recordings will be terminated.

- **7.3.** However, participants will maintain lifetime access to the WhatsApp peer-learning community.
- **7.4.** Downloading, sharing, or redistributing course content is strictly prohibited and considered as violation of Intellectual Property Rights of Social Eagle.

#### 8. REFUND & CANCELLATION POLICY:

- **8.1.** By enrolling in this course, you acknowledge and agree to the following refund policy:
- **8.1.1.** All payments made for this course are non-refundable. This policy applies to all types of payments including but not limited to full course fees, partial payments, or any additional fees associated with the course.
- **8.2.** Reason for No Refund Policy:
- **8.2.1.** Social Eagle has invested significant resources into developing high-quality course content and support services. The no-refund policy ensures that our commitment to maintaining these standards is upheld.
- **8.2.2.** Once enrolled, you gain immediate access to course materials and resources. This immediate access makes it impractical to offer refunds, as you are able to use or review the content from the start.
- **8.2.3.** By proceeding with enrolment and payment, you confirm that you understand and accept this no-refund policy. Your commitment to these terms is essential for maintaining the quality and integrity of our course offerings.

# 9. CONFIDENTIALITY & DATA SECURITY:

**9.1.** Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

- <u>9.2.</u> Either party may disclose Confidential Information to its legal and other advisors for the purpose of obtaining advice from them.
- **9.3.** This clause shall continue notwithstanding termination of these terms and conditions.
- 9.4. While Social Eagle shall use their best efforts to ensure that your information, data, or other electronic materials (Data) that are being backed up or stored as part of the Online Course will be stored securely in compliance with applicable laws, including the Information Technology Act, 2000, Social Eagle will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

#### 10. INTELLECTUAL PROPERTY & RESTRICTIONS:

- 10.1. All Intellectual Property Rights in the Course Materials, Online Courses, and any speeches made by trainers in the recorded sessions are, and shall remain, the sole property of Social Eagle or its licensors. This includes all content whether adapted, customized, or originally created.
- 10.2. You are not authorized to:
- 10.2.1. Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, or distribute any part of the Course Materials without obtaining prior written permission including sharing the username and password provided to you under this course.
- 10.2.2. Record the Online Course via video or audio tape, videophone, or any other means.
- **10.2.3.** Remove or alter any copyright or other proprietary notices on the Course Materials.

- 10.2.4. Modify, adapt, merge, translate, disassemble, decompile, or reverse engineer any data that is part of the Online Courses.
- 10.3. A breach of this clause will entitle us to immediately terminate these Terms and Conditions and cease providing you with any Services, including but not limited to access to the Online Course, before the agreed period. In such cases, no refund of any Fees paid shall be provided, and we reserve the right to initiate appropriate legal action, including seeking damages, injunctive relief, and other remedies available under applicable law for any such violation, including breach of intellectual property rights, misconduct, or unauthorized sharing of course materials.

# 11. TERMINATION

- 11.1. Your access to an Online Course will terminate automatically at the end of the Course Term (whether you have accessed the Online Course or not).
- 11.2. The course materials and content are for your personal use only. You are not permitted to resell, distribute, or share any part of the course outside of this agreement. Any unauthorized sharing or resale of the course content will result in termination of access and may have legal consequences.
- **11.3.** Either party may immediately terminate these Terms by written notice to the other party if:
- <u>11.3.1.</u> The other party is in default or breach of these Terms;
- 11.3.2. The other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these Terms;
- 11.3.3. The other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or

- 11.3.4. The other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.
- <u>11.4.</u> Upon termination of as per Clause (4):
- 11.4.1. Your licence will be revoked and you will no longer have access to the Online Course;
- 11.4.2. Any fees paid are non-refundable

#### 12. LIMITATION OF LIABILITY:

- **12.1.** You acknowledge that the website is provided with the expectation that we shall not assume any risks to the users.
- 12.2. Social Eagle shall not be held liable for any liabilities suffered by you or any third party relating to or arising out of (i) a failure by the users to adhere to these Terms; (ii) negligent acts of the users; and/or (iii) breach by the users of any applicable law.
- 12.3. In no event shall Social Eagle, our affiliates, licensors and partners be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the website: (i) for any lost profits or other economic losses, loss of data and other programs, loss of opportunity, or special, indirect, incidental, punitive, compensatory or consequential damage of any kind whatsoever; (ii) for any bugs, viruses, trojan horses, or the like (regardless of the sources of origination).
- 12.4. You acknowledge that the fee paid by you reflects the allocation of risk set forth in these Terms and that we would not enter into this agreement terms without these limitations. You hereby waive any and all claims against us arising out of your use of the Site. Your sole and exclusive right and remedy in case of dissatisfaction with the Site or any other grievance shall be your termination and discontinuation of access to or use of the website.

- 12.5. In no event shall Social Eagle, our affiliates, licensors and partners be liable for any bodily injury, loss of life, loss of property or any other accident that arises out of or is in any way connected with any use of the Site.
- 12.6. The Provider shall not be held liable for delays, disruptions, or failures caused by internet connectivity issues, interruptions from third-party platforms, or any force majeure events beyond its control. Additionally, the Provider reserves the right to terminate a participant's course access in cases of terms violations, misconduct, or abuse of the community or platform.

#### 13. AMENDMENTS & NOTIFICATIONS

- 13.1. We reserve the right to modify, update, or revise these Terms of Use at any time at our sole discretion. Any such changes will become effective immediately upon being posted on this website, unless otherwise stated. We will make reasonable efforts to notify users of material changes, which may include email notification or prominent notice on the platform.
- **13.2.** Your continued use of the platform following the posting of updated Terms constitutes your acceptance of those changes. It is your responsibility to periodically review these Terms to stay informed of any updates. If you do not agree with the amended Terms, you must discontinue use of the LMS and any associated services.

# 14. FORCE MAJEURE

- **14.1.** The Provider shall not be held liable for any delay, deficiency, or failure to perform any of its obligations under these Terms if such delay or failure is due to an event of Force Majeure.
- **14.2.** "Force Majeure" includes, but is not limited to, acts of God, natural disasters, war, acts of terrorism, pandemics, epidemics, government restrictions, cyber-attacks, power outages, internet disruptions, platform

- interruptions (e.g., Zoom, Google Meet), labour disputes, civil unrest, or any circumstances beyond the reasonable control of the Provider that make it impractical or impossible to deliver the Services.
- 14.3. In such cases, the Provider shall make reasonable efforts to mitigate the effects and resume Services as soon as possible but shall not be obligated to refund any Fees paid.

#### 15. SEVERABILITY

- **15.1.** If any provision of these Terms is determined to be invalid, illegal, or unenforceable, such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.
- 15.2. In such an event, the Provider may replace the invalid provision with a new valid provision that reflects the original intent as closely as possible.

# 16. EVIDENCE

16.1. Subject to applicable laws of evidence, you agree that this Agreement and all transactions conducted electronically shall be admissible in any legal proceedings and shall have the same legal effect as written documents.

#### 17. INDEPENDENT RIGHTS

- **17.1.** All rights conferred upon the Provider under these Terms are cumulative and in addition to any rights available under law or equity.
- <u>17.2.</u> The exercise or waiver of one right shall not prejudice the Provider's ability to exercise any other right, whether under these Terms or otherwise.

#### 18. ASSIGNMENT

- **18.1.** The Services provided under this Agreement are personal to the Participant and may not be assigned, transferred, or sublicensed without the Provider's written consent.
- 18.2. The Provider reserves the right to assign or transfer its rights and obligations under these Terms to any affiliate, successor entity, or subcontractor without prior notice to you.

## 19. DISPUTE RESOLUTION

- 19.1. Any disputes, claims, or differences arising under or in relation to these Terms shall be settled through binding arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- 19.2. The arbitration shall be conducted by a sole arbitrator jointly appointed by the parties, and the arbitration proceedings shall be held in Chennai, India.
- 19.3. The arbitral award shall be final and binding on the parties. No claim shall be referred to arbitration if barred by limitation laws.

#### 20. GOVERNING LAW

- **20.1.** This Agreement shall be governed by and construed in accordance with the laws of India.
- **20.2.** Any disputes arising out of or in connection with these Terms shall fall under the exclusive jurisdiction of the courts in Chennai, India.

#### 21. WAIVER

**21.1.** No failure or delay by the Provider in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy.

**21.2.** A waiver shall only be effective if it is in writing and signed by the party granting the waiver.

#### 22. USE OF TESTIMONIAL VIDEOS

- **22.1.** By submitting testimonial videos or reviews in any form to Social Eagle, you grant the Provider a non-exclusive, royalty-free, irrevocable license to use, reproduce, publish, and share such content for promotional, marketing, or educational purposes.
- **22.2.** This may include publishing on websites, social media, the WhatsApp Community, and other public or private forums used by Social Eagle.
- **22.3.** You confirm that the testimonial does not infringe any third-party rights and that you have the authority to provide such consent.

## **23. ENTIRE AGREEMENT**

**23.1.** These Terms constitute the entire agreement between the Participant and the Provider with respect to the Gen AI Architect Course and supersede all prior understandings, communications, or agreements, whether oral or written, relating to the subject matter herein.

# **ACKNOWLEDGMENT & ACCEPTANCE**

By enrolling in the Gen AI Architect Course and submitting payment, the Participant acknowledges their acceptance of and agrees to comply with all the terms and conditions detailed in this Agreement.