

Terms of Use

Kerdos Coding LLP (including its affiliates) operates the website <https://www.codekerdos.in/> and Laptop/tablet application (referred to as the “Platform”). These terms of use (“Terms”) and the privacy policy available at <https://www.codekerdos.in/privacy/> (the “Privacy Policy”) govern the access to and use of the Platform and the Programs (as defined below), whether as a guest or a registered user. Reference to “we”, “us”, “our”, “ours” and “Kerdos Coding” refers to Kerdos Coding LLP (including its affiliates). Further, the terms “you”, “your”, “yours” refer to you as a user of the Platform.

These Terms are entered into by and between You and Us, By using our services or by clicking “I accept” when this option is made available to you, you accept and agree to be bound and abide by these Terms, including the policies referenced in these Terms. Any use or access by anyone under age 14 is prohibited, and certain regions may have additional requirements and/or restrictions. By using the Platform, you represent and warrant that you meet all of the foregoing eligibility requirements and that all personal information you provide will be governed by our Privacy Policy. Further, your consent to all actions taken by us in compliance with the Privacy Policy. If you do not meet our eligibility requirements, you must not access or use the Platform.

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. All changes are effective immediately when we post them, and apply to all access and use of the Platform or our Programs thereafter. Please check these Terms periodically for changes. Your continued use of the Platform or our Programs after the posting of changes constitutes your binding acceptance of such changes. Please do not use the Platform or the Programs if you do not consent to the amended terms, as applicable.

DESCRIPTION OF SERVICES

We are engaged in providing online higher education to enhance technical skills and provide career assistance services ("Programs"). We allow our users to access various education and training programs on computer science designed by us for undergraduates IT and Non-IT or any other Program or application that we introduce from time to time.

USER REGISTRATION

As part of the registration process, you are required to accept our Terms and provide accurate information, including your name, phone number, and email ID. We will never ask for your account password unless you have explicitly given us written permission to access your account to address a request for assistance or support.

It is your responsibility to ensure the information you provide is accurate, complete, secure, and not misleading in any way. You agree not to share or disclose access to your User Account with any third party under any circumstances. Additionally, you agree to create, use, and access only one User Account and refrain from using any account other than your own.

If you suspect any security breach or unauthorized use of your account, you must notify us immediately. Please note that we are not liable for any losses or damages resulting from unauthorized use of your account. Any losses caused to us or others due to such unauthorized use will be solely your responsibility.

We reserve the right to disable any username, password, or other account identifiers at our discretion, particularly if we believe you have violated any of the Terms.

By registering your User Account, you agree to the following:

1. You will only register for the Program once and will not create multiple User Accounts.
2. You will comply with these Terms and any specific terms related to the Program or Platform.
3. All information you provide is subject to our Privacy Policy, and you consent to our use of this information in accordance with the policy.

- **Provision of Services**

The Platform operates as a paid service, and all payments made by you will align with the plan you select through the Platform. By enrolling in a course or plan, you expressly agree to pay the associated fees and authorize us to process the payment through your chosen payment method. Payments must be made through the payment gateway systems provided by us, and you are responsible for ensuring all fees and applicable taxes are paid promptly.

- The payment gateways are managed by third-party providers listed on the Platform, and by using these gateways, you agree to abide by their terms and conditions. Upon receiving payment – either in full or partial amounts as applicable to the Program – we will provide the terms of use and grant access to the Program. An invoice will be sent to you via email as confirmation of payment, or within months of payment completion, and will serve as proof of delivery. The fees applicable to your selected plan will reflect the price in effect at the time of purchase, as outlined in your email confirmation or invoice. If access to a Program is granted in advance of payment due to exceptional circumstances, and the payment is not received within the stipulated time frame, we reserve the right to revoke access to the Program at our sole discretion, without prior notice.
- It is your responsibility to verify the accuracy, suitability, and relevance of the Program you choose. Enrollments are strictly non-transferable. You may cancel your enrollment at any time, but any refund will be governed by the specific refund terms of the Program.

- **Demo Classes**

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- We offer free Demo classes to our new members so that you get an opportunity to experience the services we provide. Multiple uses of Demo classes by an individual either through his/her own account or through another's account, email IDs and/or in any other manner whatsoever, without our prior written permission is prohibited and shall amount to a breach of these Terms. Any free trial class provided by us shall also be governed by these Terms.

- **Program and Service Adjustments**

We reserve the right to cancel, reschedule, or modify any Program, live lecture, or webinar. This includes altering the schedule of topics, as well as adjusting the point value, weight, or structure of assignments, tests, quizzes, exams, projects, or other evaluations of progress.

- You acknowledge that, at our sole discretion, we may limit, suspend, or terminate your access to the Platform, Programs, or any related services. This includes, but is not limited to, access to coaches, support services, evaluation processes, or certifications. Additionally, we may modify or discontinue any services associated with the Programs at our sole discretion.
- You agree that we will not be liable to you or any third party for any such modifications, suspensions, or discontinuations. These Terms do not obligate us to maintain or support the Platform, Programs, or any related services in their current or any future form.

Refund Policy

You may opt out of certain Programs subscribed by you and seek a refund for the fees already paid in relation thereto (excluding part of the down payment in respect of the course fees, equivalent to INR 1500, or such amount as may be prescribed from time to time), provided, you inform us in writing regarding the same and seek the refund prior to the expiry of the Refund Window (as detailed in the table below). The Refund Window is calculated from the date of the first class/session of the relevant Program subscribed by you. NOTWITHSTANDING THE MODE OF PAYMENT USED FOR PAYING THE FEES, THE REFUND SHALL BE PAID TO A BANK ACCOUNT (AS PER THE DETAILS PROVIDED BY YOU). WE MAY REQUEST INFORMATION/DOCUMENTS (WHICH MAY INCLUDE A CANCELLED CHEQUE PERTAINING TO THE BANK ACCOUNT OF THE CUSTOMER) TO VERIFY YOUR CREDENTIALS AND DETAILS OF THE BANK ACCOUNT BEFORE INITIATING THE REFUND. WE SHALL STRIVE TO PROCESS THE REFUNDS WITHIN THIRTY (30) DAYS OF RECEIPT OF ALL THE RELEVANT INFORMATION AND DOCUMENTATION FROM YOU. We do not provide refunds for the lack of usage, dissatisfaction with the Program or for any reason whatsoever after the expiry of the Refund Window.

Sn No	Product Name	Refund Period
1	MERN	7 Days
2	LaunchPad: Nodejs & Springboot	
3	LaunchPad: Nodejs	
4	LaunchPad: Springboot	

Academy Hold

Learners enrolled in our new FullStack Launchpad Course, can adjust their program's pace and workload to suit their individual needs. We offer a "Academy Hold" feature that allows learners to temporarily halt their program for up to three (3) months throughout its duration. During this Academy Hold, learners will retain access to past recordings and doubt resolution services, but no new lectures will be provided.

- If a learner exceeds the three-month Academy Hold limit, any additional months will incur a fee set by CodeKerdos, which may be revised periodically at CodeKerdos discretion. This fee is exclusive of applicable taxes and requires specific approval from Kerdos Coding LLP.

INTELLECTUAL PROPERTY RIGHTS

- We are the sole and exclusive owners of the Platform, the services offered, the curriculum, and all associated content. This ownership extends to all Intellectual Property Rights and proprietary rights in the Platform, Programs, curriculum, and content, which may include but is not limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, advertisements, interactive features, and other materials ("Content").
- All Content and materials available on the Platform or through the Programs, including but not limited to live or recorded lectures, video lessons, quizzes, assignments, programs, code, presentations, layouts, designs, illustrations, documents, audio and video clips, HTML, and files, are the property of Kerdos Coding LLP and/or its affiliates or licensors. These are protected by copyright, patent, and other intellectual property rights under applicable Indian and international laws. Trademarks, logos, and service marks displayed on the Platform, including "Kerdos Coding LLP," "CodeKerdos," and "Fullstack Launchpad," are owned by Kerdos Coding LLP and are safeguarded under relevant intellectual property laws. Any use of our intellectual property requires prior written permission from Kerdos Coding LLP, except as permitted under these Terms.

Additionally, you acknowledge and agree that:

1. We have the right to record, in any form or manner, classes, discussions, processes, events, conversations, and feedback related to user participation in the Programs, whether conducted online or in any other format.
2. We hold exclusive rights, including intellectual property rights, to use, publish, display, exhibit, broadcast, disseminate, market, advertise, license, modify, transfer, and create derivative works from these recordings for any purpose. These purposes may include distribution through social media, websites, print or electronic media, news articles, blogs, and other channels.

User Agreement for Access

By agreeing to these Terms, you are granted a limited, non-transferable, non-exclusive, and revocable license to access, view, and use the Platform and Programs strictly for personal purposes, including accessing content, submitting user materials, utilizing embedded link functions, placing store orders, or using available information, applications, and services. We retain the sole discretion to suspend or deny your access to the Platform at any time. All rights not explicitly granted to you are reserved by us.

You are prohibited from reproducing, transmitting, distributing, sublicensing, broadcasting, disseminating, modifying, creating derivative works from, publicly displaying, or republishing the Platform, Programs, or any of their content, in whole or in part, through any means or communication channels without prior written permission from us, except for the limited purposes stated above.

If you provide any content to the Platform or Programs, you grant us a worldwide, royalty-free, perpetual, transferable, sublicensable, and non-exclusive license to copy, distribute, modify, create derivative works from, publicly display, publicly perform, and otherwise use the content. These rights are granted without restricting any additional legal rights we may have regarding your content.

Learning Affiliates & Certification

We are an education service provider, not a university, offering learning experiences and courses ("Educational Offerings") in collaboration with universities and educational institutions worldwide. We are not obligated to have any Educational Offering recognized, accredited, or affiliated with any educational institution or accrediting body. The Platform and its Educational Offerings must not be interpreted as a university or equivalent academic institution.

Upon meeting our specified criteria and requirements, which may change periodically, you may receive a certificate of completion ("Completion Certificate") for an Educational Offering. The decision to issue such a Completion Certificate or any other acknowledgment of successful completion lies solely with us. Certain Educational Offerings may not include a Completion Certificate or similar acknowledgment. We also reserve the right to decide whether to provide a record of your performance in any Educational Offering. The format, design, and details of any certificate, credential, or performance record will be determined at our sole discretion and may vary across Educational Offerings.

You understand and accept that any Completion Certificate provided by us is not affiliated with any university or academic partner and does not replace university courses, academic credits, or professional certifications. We do not grant academic credits. It is your responsibility to ensure that the selected Educational Offering is accurate, relevant, and suitable for your needs before enrollment. All enrollments are non-transferable.

External Connections

The Platform may include connections to external websites or resources ("External Sites"), which may host content, advertise products, or provide services for sale. We do not create, manage, control, or oversee these External Sites. You acknowledge and agree that:

- (i) we are not responsible for the accuracy, availability, or reliability of the information presented on External Sites;
- (ii) we neither endorse nor take responsibility for the sponsors, content, products, advertisements, or other materials available on such External Sites; and
- (iii) by accessing these External Sites, you agree to their respective terms and conditions.

We reserve the right to remove any External Sites from the Platform at our discretion and without notice. Accessing any External Sites or resources is at your own risk, and we disclaim liability or responsibility for the content, functionality, or operations of any third-party websites, applications, or services linked to or referenced from our Platform.

Participant Submissions

The Platform enables you to submit, upload, post, share, transmit, perform, publish, or broadcast materials and content in connection with the Programs. By submitting any content through the Platform or Programs, or otherwise making it available to us, you grant us an irrevocable, worldwide, perpetual, royalty-free, and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly display, and publicly perform such content on the Platform, within the Programs, or in any other manner, for any purpose (including commercial purposes), in accordance with the terms outlined in our Privacy Policy and applicable laws. This license includes the right to sublicense these rights to third parties.

We reserve the right to remove any participant submissions at any time, for any reason, at our sole discretion.

Content Guidelines

You represent and warrant that any content you submit will not be inappropriate. Without limiting the generality of this, content may be considered inappropriate if it:

- (i) is fraudulent or misleading, or likely to deceive any person;
- (ii) contains material that is indecent, obscene, defamatory, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable at our sole discretion;
- (iii) promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, caste, sexual orientation, or age;
- (iv) infringes upon any patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights of any person;
- (v) violates the legal rights (including the rights of publicity and privacy) of others, or contains material that could result in civil or criminal liability under applicable laws or regulations, or conflicts with these Terms or our Privacy Policy;
- (vi) promotes illegal activities, or advocates, supports, or facilitates unlawful acts;
- (vii) advertises or promotes any product or service, or includes any commercial solicitation, donation requests, or financial appeals;
- (viii) impersonates another person, misrepresents your identity, affiliation, or status; or
- (ix) contains harmful components such as viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices that may damage any computer system.

By uploading, submitting, creating, or publishing content, you represent and warrant that:

- (i) you are the creator and owner of the content and have the necessary licenses, rights, consents, and permissions to use and publish it; and
- (ii) your content does not infringe, violate, or misappropriate any third-party rights, including but not limited to copyright, trademark, patent, trade secrets, moral rights, privacy rights, or any other intellectual property or proprietary rights. Furthermore, it does not slander, defame, libel, or violate the privacy, publicity, or other property rights of any other person.

Liability Limitations

To the fullest extent permitted by applicable law, in no event shall we, our affiliates, licensors, service providers, employees, agents, officers, or directors be liable for any damages of any kind, under any legal theory, arising from or in connection with your access to or use of the Platform or Services, your inability to access or use the Platform or Services, any conduct or content of any third party, including but not limited to defamatory, offensive, or illegal conduct, or any unauthorized access, use, or alteration of your content or information. This includes, without limitation, any indirect, incidental, special, consequential, or punitive damages, loss of profits, revenues, data, goodwill, or any other intangible losses, whether incurred directly or indirectly.

Disclaimers of Warranties

To the fullest extent permitted by applicable law, the Platform and all content provided within are made available on an “as is” basis, without any warranty of any kind, whether express or implied. We specifically disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, as well as any warranties arising from the course of dealing or trade usage. We also disclaim all liability related to your access or use of the Platform and its content. You acknowledge that your access to and use of the Platform and its content is at your own risk. We do not warrant that the Platform will be free from viruses, malware, will be available, uninterrupted, error-free, or that the content will be accurate. While we take reasonable precautions to secure the Platform, you acknowledge that the internet is not a fully secure medium, and we make no warranties, either express or implied, regarding the safety of any information or materials you post or transmit on the Platform. If you are dissatisfied with the Platform, your only remedy is to cease using it.

Warranty Disclaimers

To the fullest extent allowed by law, the Platform and all related content are provided on an “as-is” basis, without any express or implied warranties. We specifically disclaim any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or any warranties arising from the course of dealing or usage of trade. We are not responsible for any issues related to your access or use of the Platform or its content. You acknowledge that your access to and use of the Platform is at your own risk. We do not guarantee that the Platform will be free of viruses, malware, or interruptions, or that the content will be accurate or error-free. Although we take reasonable steps to protect the security of the Platform, you understand that the internet is not a fully secure medium, and we make no guarantees regarding the safety of any information you transmit or post on the Platform. If you are dissatisfied with the Platform, your sole remedy is to stop using it.

Transfer and Assignment

You may not transfer or assign any of the rights or licenses granted to you under this Agreement. However, we reserve the right to assign or transfer these rights at our discretion. Any attempt to transfer or assign by you in violation of this provision will be considered null and void.

No Renunciation

A waiver of any term or condition of this Agreement shall not be deemed a continuing or further waiver of such term or any other provision. Our failure to exercise any right or enforce any provision of this Agreement shall not be construed as a waiver of such right or provision.

Complete Agreement

This Agreement, together with the Privacy Policy and any additional rules, guidelines, disclaimers, or terms posted on the Platform, forms the complete and exclusive agreement governing your use of the Platform. It supersedes all previous agreements or understandings, if any, related to the matters addressed in this Agreement.

Applicable Law

All matters related to the Platform and these Terms, as well as any disputes arising from or in connection with them, shall be governed by and interpreted in accordance with the applicable laws of India, without regard to any conflict of laws provisions of other jurisdictions. Any legal proceedings arising out of or related to these Terms or the Platform shall be conducted in the courts located in Delhi. In addition to the rights specified in these Terms, we reserve the right to seek and obtain injunctive, provisional, or interim relief from any competent court to protect our trademark, intellectual property rights, confidential information, or to maintain the status quo pending arbitration.

Dispute Resolution

Any dispute arising out of or related to these Terms or the use of the Platform, including issues regarding their interpretation, enforcement, validity, breach, termination, or any other aspect, shall be resolved through arbitration. A mutually agreed-upon sole arbitrator will be appointed, and their decision will be final and binding on both parties. The arbitration process will be governed by the Arbitration and Conciliation Act, 1996, as amended, and the award rendered may be enforced in any court of competent jurisdiction. The seat of arbitration will be in Delhi/NCR, and the proceedings will be conducted in English.

Get in Touch

If you have any questions or concerns regarding the use of the Platform, or if you'd like to report any issues related to these Terms, please reach out to our Support Team at support@codekerdos.in