



TECHFIT

TRAINING PROGRAM

Dear Student,

Congratulations on being a part of the Techfit program at Unikaksha! With immense pleasure, we welcome you and convey best wishes for the immersive, intensive, and interactive learning experience with us.

You are hereby requested to confirm your participation in the Techfit Program and ensure acceptance by signing the duplicate of this letter along with the terms and conditions i.e. "Annexure A" (to be signed on each page).

We at UniKaksha make sure that our students have a rewarding experience while they are discovering information and assessing our training courses.

Once Again, welcome aboard! We look forward to seeing you excel in your career path and achieve new heights.

With best wishes,



Swati Yadav

Head of Curriculum, Unikaksha

DETAILS OF DURATION/FEES & TRAINING PROGRAM

1. **Training Name:** Techfit Full Stack Developer Program
2. **Payment Term:** ISA
3. **Payment Mode:** NBFC
4. **Registration Fee:** INR 5000 to be paid in 2 installments (INR 2500 at the time of seat booking + INR 2500 before the start of placement services)
5. **Program Fee (ISA) - Fee payable as per the fee structure (Maximum capping at 3 Lacs) *TnC Apply**
6. **Enrollment Assessment Result:** Pass
7. **Assessment Fee:** Free
8. **Training Mode:** Online
9. **Training Duration:** 16 Weeks
10. **Training Start Date:** 8th June 2023
11. **Placement Guarantee Duration:** 12 months (from the date of Techfit course completion)

Student Consent Form

Student Full Name: Abhishek pratap singh

Date of Birth: 07/12/1997

Aadhaar Card No: 772011757350

PAN Card No: LQJPS3208J

Residence Address: Indira colony Himmat Nagar Paper mill Road Saharanpur 247001

I have read and agreed to the terms & conditions of the Training Program Agreement. A copy of my PAN CARD has been attached along with the Student Consent Form and the Training Program Agreement.

I also agree to undertake the terms & conditions mentioned below:

Note: In order to ensure under the best conditions, the company may during processing of the Loan, Job placement and more in general to follow the professional activity the Company needs to collect, process, communicate and retain personal data concerning the Student (hereinafter the "Data"), which the Student expressly acknowledges and accepts by signing the Contract. Use of personal data will be done in accordance with "The Personal Data protection bill 2019"

S.No.	Undertaking
1	I have read the Techfit Program at UniKaksha which is a Career oriented Program designed to enhance the technical skills of Learners and to assist them in finding a job.
2	I have read the Program structure and related components and firmly believe it will add valuable knowledge
3	I agree to undertake my Training in the most sincere and ethical manner, and not use any unfair means to improve my score/performance during the Training Program.
4	In case, I am found using unethical means to improve my score/performance during the Training, I accept that Unikaksha has the right to discontinue my Training, and I shall still be required to pay the Training Fees as per the Training Program Agreement.
5	I agree to put in my honest efforts to learn the skills in the training program. I will attend the weekly lectures, complete assignments and submit projects on time with utmost sincerity.
6	I will respond to every direct communication from Unikaksha's representatives over designated channels such as mail, Slack, Phone messages, calls or any other communication means as the case may be.
7	I plan to work full-time immediately after successfully completing the program and I will actively seek suitable job opportunities.
8	I will follow the suggested efforts by Unikaksha to upskill myself to become suitable for a job
9	I am assured Unikaksha will guide and make the best efforts to help find an Eligible Job Offer. However, the full onus lies on me to prepare and do my best for the same.
10	I undertake to dedicate at least 20-25 hours weekly to the training program.

By signing below I confirm agreeing to all the terms mentioned above.



Student Signature

TRAINING PROGRAM AGREEMENT

This agreement is made at Gurugram on 1st day of June 2023 between Unikaksha.com (hereinafter referred to as the company having its registered office at - 504, 5th floor BAANI Address One, Golf Course Road, Sector 56, Gurgaon 122011, through by its authorized signatory, which expression shall unless repugnant to the context include its successor and permitted assigns of the first party, which (Company) has designed the comprehensive training program to help learners to advance their careers in the field of software development for becoming eligible for a wide range of roles in industry such Full Stack Developer, Front-end Engineer and hereinafter referred to as FIRST PARTY.

AND

The learner Abhishek pratap singh S/o Urmila devi
R/o Indira colony Himmat Nagar Paper mill Road Saharanpur 247001
Aadhaar no. 255122194435 which shall mean any natural person/learner who enrolls or participates in the training program.(hereinafter referred to) as the SECOND PARTY

WHEREAS:

That both the parties hereby enter into an agreement for the training program on the following terms & conditions:-

SPECIFIC TERMS & CONDITIONS**Eligibility Requirements for Techfit Program:**

To be eligible for this Program, the learner should meet all the following criteria:

1. Must be a Final year student or Graduate or Postgraduate with a degree and should have scored a minimum of 50% in grades 10th and 12th at the time of enrollment or in Final year of graduation or post-graduation.
2. Program Fees should have been paid in full through any of the available payment options before the start of the program.
3. To qualify the Entry-Level Assessment is mandatory for enrolling into the program.
4. Must confirm his/her registration for this Program on the UniKaksha.com website directly or by the Student counselor by filling in their profile details as required therein.
5. Must confirm his/her enrollment for the Training Program by paying the registration/seat booking fee as confirmed by the student counselor.
6. Must confirm the payment method for the Training Program fee as upfront as mentioned on our website or as advised by the student counselor within the prescribed timelines, if any.

Eligibility Requirements for Placement Program:

1. Must have successfully completed his/her diploma or degree, whichever is applicable, without any kind of failure or break, in any manner whatsoever after graduating from this training program.
2. Must have 0-5 years of work experience when he/she graduates from this training program.
3. Unikaksha representatives will assess the dedication and overall performance of our candidates, and conduct periodic evaluations. If the candidate's performance does not meet our standards, we will ask the candidate to discontinue the program. The first evaluation will occur during the second week of the program.
4. Must be legally authorized to work in India without sponsorship.
5. Must graduate from the enrolled training Program within the expected duration of the Program and submit all course assignments/ exercises within the prescribed timelines.
6. Must be proficient in spoken and written English
7. Must be able to pass any background/reference checks associated with jobs for which you have applied under this Program.
8. HR Related rejections (due to lack of communication skills, interview presentation, and unprofessional behavior) will not be considered for further placement services. It will also result in the rejection of candidature.
9. Non Acceptance of 5 or more job offers by the candidate will result in disqualification from the TechFit placement program. However, learners will be liable to adhere to their payment terms and conditions.

When can a Learner be Ineligible for a Placement Service Program?

Following are the possible situations that can void the Placement services for this Program includes, but are not limited to the following:

1. If academic documents or mark sheets to verify that they pass the eligibility criteria are not submitted.
2. If the Placement training is not successfully completed within the stipulated timeline.
3. If an extension on Program duration is asked after the valid expiry of the training program; or
4. If the training Program is completed partially or subsequently withdrawn or canceled, for any reason.
5. During the training or the placement guarantee period, if a second party subsequently on his/her own accord, takes up another job offer/opportunity outside the job offers/placement through college campus/ opportunities provided by external Placement Services/ decides to pursue other endeavors (e.g., own business, freelancing, etc.) will eventually opt-out of receiving Placement Services support under this Training Program.
6. If 5 (Five) or more of the aligned job interviews for Qualifying Positions by us are not attended.
7. If become physically or mentally impaired to conduct an effective job search or take up any job opportunity provided by the Placement Services under this Program during the Placement Service Period.
8. If the one-to-one mock interview session with less than 2 days' notice prior to the session is canceled.
9. If no consistent communication with the Placement Services counselor, including failure to notify the Placement Services counselor of any requests for interviews or job offers/ opportunities they have received within 1 day.
10. If the interview process is not followed for Qualifying Positions in a timely and professional manner within 48 hours, including but not limited to, not participating as expected by the prospective employer in the interview process by not providing responses to employer communications, or not showing up on time for interviews, or not providing documents or follow up as expected by prospective employers.
11. If a job offer/ opportunity for a Qualifying Position is turned down during the Placement Service Period based on factors including but not limited to city, company etc. or accept another job offer for a position that is not a Qualifying Position during the Placement Service Period.
12. If does not possess valid work authorization under the applicable laws, or their work authorization has been invalidated by the relevant statutory authority during the Placement Service Period.
13. If behave in an unprofessional manner that violates UniKaksha's Code of Conduct available as outlined in the website.

14. If any job offer/ opportunity is accepted within the Placement Duration prior to completing the Program by obtaining the Certificate of Completion issued by us or prior to activation of the Placement Services under this Program. This will be considered as a successful placement under this Program and the Placement service will be ended.
15. If failed to check in repeatedly with their tech mentor by email/Discord/chat channel at least once a week or as outlined by your assigned Placement Services counselor.
16. It does not track job search activity including but not limited to application confirmation emails, photos from events, registration verifications using your tracker defined/provided by UniKaksha, or an alternate as approved by us, and produce this resource at each of your coaching sessions.
17. If does not complete all mandatory mock interviews and training sessions assigned by their Placement Service advisors/coach.
18. If does not reply to the Placement Services team and all correspondence from us within 48 hours of receipt of the same.
19. If Commits acts of dishonesty during the application process and the term of the Program (including the Placement Services Period).
20. If Fails to earn approval from Placement mentor/coaches on all Career Artifacts including but not limited to Resume, LinkedIn, Projects profile, etc. during the Placement Services Period
21. If the learner fails to pass any background check from your previous employers/ institutes or is associated with the job offer, the learner will not be eligible for the Placement Program.
22. If an offer by the learner is unaccepted, it will result in disqualification from the Placement program.

PAYMENT TERMS AND CONDITIONS

Eligibility

The Learner is applicable to enter into an agreement regarding the income share or pay after placement policy.
AND

If the learner is a working professional with a maximum annual CTC of INR 1, 50,000 and with experience of not more than five years, is eligible to enter into an agreement of income share or pay after placement policy.

AND

If the learner agrees to the following terms and conditions

Documents required:

1. The learner must possess a Final year/semester mark sheets or Graduation / Post Graduation degree or diploma
2. The learner must have a PAN card (must furnish maximum by Week 2 of the Techfit Program)
3. The Learner must have Aadhaar Card
4. The learner must fulfill requisite Documents as required by the finance partner at the time of pre-approval with details of two(2) Guarantors duly signed
5. Must possess 10th and 12th mark sheets

Payment Terms

The repayment by the learner shall commence immediately after the completion of the Training Program or just after the withdrawal of the Training Program or whichever is earlier.

However, the learner is bound to pay monthly payments as per the income share agreement or pay after payment policy only from the second month of the salary in hand.

The learner's agreement will end with the financial partner upon the satisfaction of the repayment of the agreed amount as per the T&Cs of the income share agreement.

Fee structure

For packages below 4 LPA - The minimum monthly EMI will be INR 5000/- for 36 months (inclusive of GST)

For packages between 4 LPA - 4.99 LPA, the minimum monthly EMI will be 15 % of your CTC will be paid for 36 months + GST

For packages of 5LPA and above - the minimum monthly EMI will be INR 8,333/- for 36 months (inclusive of GST)

****ONLY FOR FEMALE CANDIDATES** - 20% Discount will be applicable on final ISA Fee as per the slabs.

Methods of Payment

The learner must opt to pay by any mode of payment given below:

(i) **Approved Financial Partner** - Automatic Withdrawal from Approved Bank Account.

The learner must give his consent/sign a consent form to allow the Financial Partner to automatically deduct Monthly Payment from the learner's Approved Bank Account by approving Standing Instructions to the Bank to deduct the Monthly Payment not later than the 10th day of every succeeding Income Earning Month.

(ii) **Credit Card** - The learner must provide his/her credit card no. to the **Financial Partner**, and must execute an authorization for payment by credit card and any other documentation as may be required to authorize the Company to charge Monthly Payments not later than 10th day of every succeeding Income Earning Month.

Guarantors

The learner must provide the details of two guarantors duly signed with free consent as per the T&Cs of the income share agreement.

The guarantor is wholly liable to pay the dues of the Training Program in case the learner fails to clear his/her outstanding dues/fee/cost of the Training Program.

GUARANTOR A	GUARANTOR B
NAME: Urmila Devi	NAME:
AADHAAR: 255122194435	AADHAAR:
Permanent Residential Address: Indira colony Himmat Nagar Paper mill Road Saharanpur 247001	Permanent Residential Address:
DESIGNATION: House Wife	DESIGNATION:
SIGNATURE: 	SIGNATURE:
DATE: 08/06/2023	DATE:

Representation and Warranties

- a. The learner warrants and promises to pay to the company the dues/costs/fees of the Training Program as per the T&Cs of the income share agreement.
- b. The learner is entering into this Agreement in good faith and with the intention to pay to the company by making Monthly Payments as and when due;
- c. The learner has provided the correct and true information while entering into the agreement stated above;
- d. The learner represents that he/she has never been convicted and also is not alleged of any allegations of fraud, cheating and breach of trust;
- e. The learner promises to make reasonable and good efforts to seek employment immediately after completion of the Training Program.
- f. The learner promises to report timely to the company of his/ her employment status during the Payment Term tenure;
- g. The learner promises that during the Payment Term tenure, he/she will not conceal, divert, defer or transfer any of his/her Earned Income;
- h. The learner promises that during the Payment Term tenure, he/she will file all tax returns and reports as applicable/enforced by law, which shall be true and correct in all material respects;
- i. The learner promises that he/she shall keep accurate records relating to Earned Income for each year during Payment Term tenure, including all Income Tax returns and any invoices or payments relating to self-employment services, etc.
- j. The learner promises that he/she will retain all records for a period of at least one (1) year during repayment tenure as per obligations under this Agreement.

Consent

The learner gives his/her consent to obtain his/her credit report information and verify the same from a number of sources such as consumer reporting agencies, third-party databases, current and previous employers, school/college registrars, and personal references provided.

Confidentiality

The second party agrees that all employment or financial information of the learner and any non-public records or information provided to the company pursuant to this Agreement is personal and confidential information. The company agrees not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning the learner or his/her Employer.

Breach and their Consequences

In case of breach of agreement by the learner the second party is entitled to seek the relief/remedy for any such breach to the fullest extent permitted by applicable law.

Obtaining Assistance from a Financial Partner

- A. In case the Learner wishes to avail of a loan in order to pay the Program Fees (partial/full), the Learner can avail of such loan only from an approved Financial Partner with UniKaksha, in the manner set out in this Agreement.
- B. Prior to participating in the course training, the learner is required to obtain pre-approval from the approved Financial Partner by filling out a request form (either physically or online) to finance the Program Fees through such Financial Partner. By agreeing to fill out such a request form, the learner will have to avail of a loan, accept all terms, and carry out all actions that may be required (such as signing a final loan agreement or paying the amounts due). It is clarified that a learner is required to obtain pre-approval in the manner set out in this subsection as a condition to start the Training Program.
- C. must agree to provide all information, copies of identity proof, bank statements, or other documents that may be required for the loan application process.
- D. The Financial Partner shall then immediately approve the loan, subject to the learner's meeting the Financial Partner's eligibility criteria (as prescribed by the Reserve Bank of India, internal guidelines, conditions such as the acceptance or commencement of the Eligible Job Offer, and applicable law). The Learner agrees that on any loan getting approved and subject to the agreed terms, the Financial Partner shall be permitted to disburse to UniKaksha, the amounts due for the Training.
- E. Must repay the amounts due in the manner agreed with such Financial Partner. Notwithstanding anything contained in this Agreement, the repayment of the Program Fees shall take place in a manner that is the same or substantially similar to the repayment plans provided in writing.
- F. Must repay the Financial Partner within the period agreed between the Learner and the Finance Partner from the date of disbursement of the loan ("Loan Repayment Period"). The tenure of the loan may vary depending on the specific terms agreed to between the Learner and the Financial Partner from time to time.
- G. The Learner is liable to pay the Financial Partner the complete amount as per the agreed tenure even if he/she chooses to discontinue the training.
- H. If the Learner intends to move out of India during the Payment Period, the Learner shall settle the amount prior to carrying out such a move.
- I. Upon receipt of any information from the Loan partner about the failure of loan repayment, the Learner may be stopped from attending the classes or the Graduation certificate of this program, and the candidature will be withheld/canceled.

Post-Dated Cheques

Post-dated cheques or National Automated Clearing House (NACH) electronic clearing service mandate shall be submitted by the learner for the Financial Partner and Unikaksha as it is not possible to determine the actual obligation upfront and to have certainty regarding the repayment for the Training services. Please note that post-dated cheques or National Automated Clearing House (NACH) electronic clearing service mandate are not a form of payment and shall only be used by Unikaksha in the event of a default in payment at the learner's end. All the cheques are to be marked in favor of "Code Shastra Pvt. Ltd." Post-Dated Cheques for equal amounts of the upfront fee agreed upon as mentioned in the "Training Details" page of this document.

(The cheque dates are to be specified as Monthly from the time of program completion.)

1. Cheque Number [_____]; Dated [10/09/2023]
2. Cheque Number [_____]; Dated [10/12/2023]
3. Cheque Number [_____]; Dated [10/03/2024]

Trial period:

UniKaksha is committed to providing our students with the best learning experience. We believe in our products and services and offer a one-week trial period to ensure our students' satisfaction (except for self-paced training programs). If you are not satisfied with your purchase during the trial period, you can request a full refund.

REFUND GUARANTEE FOR THIS PROGRAM:

Refunds will be made as per the policies mentioned below. Any eligible refund request must be made in writing to refunds@unikaksha.com.

How does it work?

To claim your refund, please follow the below procedure:

- Send an email from your registered email ID to refunds@unikaksha.com with the subject "Online course refund".
- Please provide a valid reason for the refund (for our internal purpose only).
- Ensure that the email is received within the trial period from the batch start date.

Refund in case of Duplicate/Over Payments

If any duplicate payment is made or the learner has paid more than the invoiced amount, the learner is required to intimate our support team at the earliest. If received, the additional payment will be refunded via the original payment method within 25 business days.

Batch Rollover:

Transfers between batches of the same course are allowed only once and must be requested 15 days in advance.

PLACEMENT GUARANTEE under this PROGRAM

Performance Requirements:

For the placement Guarantee to be applicable the learner must fulfill all the following criteria:

1. Attend 90% live classes and complete 90% self-learning videos/Assessments/Projects as per the certification program
2. Submit all phase/Modules-end projects and successfully pass the same within the stipulated time as per the certification unlock criteria of the program.
3. Once you successfully graduate from the Techfit Program and obtain the Certificate of Completion issued by UniKaksha, you will become eligible for the placement guarantee period
4. During the placement guarantee period if Unikaksha is unable to secure a job in tech roles in IT companies or, you are eligible to not pay the fees for the program in accordance with the terms and conditions stated in this document.

DISCLAIMER

- UniKaksha will not be responsible for job locations/relocations or any other expectations by the hiring companies who selected the candidate.
- UniKaksha is not liable for any direct, indirect, consequential, or special damages that may be incurred due to a cancellation of a scheduled class.

GENERAL TERMS AND CONDITIONS OF THE PROGRAM

1. Once the enrollment/ admission is complete the same is not transferable to another person. The enrollment/admission is valid only for this Program. Any request for change or upgrade will be considered on a case-by-case basis and an additional/differential fee will be applicable.
2. Once the batch begins – it is permitted to transfer only once based on a valid and reasonable request during the course to another batch if:
 3. The chosen batch is available and a request for change is sent to us at least a week in advance.
 4. This can be done as per the availability of a Tech Mentor and seat availability in a batch.
 5. Requests will be considered on a case-by-case basis.
6. The learner can change their batch at any point in time (only once) before the commencement of the Program, without any additional cost.
7. Once the batch is changed, the refund policy will not be applicable.
8. In the case of EMI, Loan, interest/foreclosure charges will be deducted from the refund amount.
9. For Registration fees: Unikaksha does not offer refunds under any circumstances for the registration fees.

It is important to note that any refunds that are eligible or approved will be processed within 25 business days of receiving the written request to refunds@unikaksha.com.

10. UniKaksha or its affiliates may be running similar/other programs at the same time with different benefits. By entering in this Program, learners will not be eligible to receive any benefits in any other/similar program unless the learner enrolls/ participates in each program separately.
11. UniKaksha may, to the maximum extent permitted by applicable law and in its sole discretion, change the T&Cs or cancel the Program at any time; or modify, terminate, or suspend the Program due to viruses, worms, bugs, unauthorized human intervention or other causes beyond its control/any unforeseen act.

12. UniKaksha may, in its sole discretion, disqualify any learner from this Program or from the Refund Guarantee (for upfront payers) if a such learner is found to be: (a) tampering with the enrolment and/or admission process with false and misleading information or the operation of the Program; (b) acting in violation of these T&Cs; or (c) acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person in relation to this Program.
13. By enrolling in this Program, the learner gives UniKaksha and its affiliate permission to use the learner's name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, write-ups, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Program. It is implied that the learner agrees that UniKaksha and its affiliates have the right to publish saved item details for any marketing and promotional communication that follows.
14. UniKaksha shall have complete ownership of such write-ups, pictures, etc., including the entire copyright, and may use them for any marketing and promotional purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. The learner will not receive any compensation or royalty, etc. for the use of such pictures, etc., and hereby release UniKaksha, its affiliates, its agents, and permitted assignments from any and all claims which arise out of or are in any way connected with such use.
15. **Privacy:** By enrolling in the Training Program, the learner is sharing his/her personal data (including personal sensitive data) with UniKaksha and its affiliates for communicating at present and in the future as well with respect to this Program and any other related promotional activities in relation to UniKaksha online courses. All information (including personal data and personal sensitive data) submitted in connection with this Program will be treated in accordance with these T&Cs and the Privacy Policy available at UniKaksha.com. The learner is supposed to always abide by these T&Cs and Privacy Policy available at UniKaksha.com. Any unethical and unprofessional conduct or non-adherence by you with these T&Cs and Privacy Policy shall cause cancellation of enrollment/ admission from this Program and forfeiture of the Program Fee.
16. **Digital Devices and Connectivity:** Learner is required to arrange/procure own desktop or laptop computer, webcam, headset with echo cancellation mic (collectively referred to as "Digital Devices"), software, uninterrupted broadband internet connectivity and uninterrupted electric power supply ("Infrastructure Connectivity") to join this Program at own cost.
17. **Learning Management System:** As part of the Program, UniKaksha will provide access to the online Learning Management System (LMS). LMS will have the facility to attend online sessions, and access to digital learning materials, session recordings, assignments, and learning plans as applicable to the Program. The access to the LMS will be for the period of Program completion only. The access credentials to the LMS is limited to the enrolled user alone and must not be shared with any third party.
18. **Communication:** To keep informed and updated about the learning with respect to this Program, and other services in relation thereof, UniKaksha may communicate through anyone/or all means such as SMS/Call (@registered mobile number), email (@registered email-ID), or by post (@residential address) or message on LMS. All such communications sent shall be considered acknowledged and read. The learner is solely responsible to update any change in his/her details, by writing to the helpdesk. Laws in relation to the unsolicited communication referred to in the National Do Not Call Registry (the "NDNC Registry") as laid down by the Telecom Regulatory Authority of India will not be applicable for such communication, calls, SMS received from UniKaksha, its employees, agents and/or associates.
19. **Governing Laws:** The Training Program's T&Cs are governed by the laws of the Republic of India. The Program and all accompanying materials are copyrighted. All rights reserved. After enrollment to this Program, all decisions related to the Program and the related T&Cs are final and binding. Failure by UniKaksha to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person. These T&Cs are subject to Indian laws.

20. Discipline: Must adhere to the norms of discipline and decorum during the Online Sessions. Non-adherence to the same may result in consequential penal action, which may even include cancellation of enrollment/admission and forfeiture of the Program Fee.

- a. Incase found using unfair means during online examinations, or while doing hands-on assignments and assessments, by indulging in activities like copying, discussions, using technology-based instruments, or other means to cheat, will be debarred from the further continuation of the Program and forfeiture of the Program Fee.
- b. There will be Zero tolerance towards any form of copying. If there is even a small doubt about copying, the assessor may decide not to evaluate the assignments submitted. The Assessor's decision is final in cases of plagiarism.
- c. Indiscipline shall include, but not be limited to misbehavior, nuisance, brawl, use of foul language in the online chat forums, posting objectionable material in the Learning Management System (LMS), use of unfair means at the time of assessments, being drunk, having consumed narcotics substances, and indulging in any act or omission which amounts to discouraging / demeaning/ hampering the program structure during the Online Sessions.

21. Medical Fitness: The Program is backed with placement assurance and/or placement guarantee and/or job guarantee, as may be applicable, then the placement and/or job offer post completing the Program successfully is subject to clearing the medical fitness tests/ requirements, if any, of the recruiting organization. If a learner is unable to clear/ satisfy the medical fitness tests requirements, UniKaksha will not be responsible for the placement/ job offer/opportunity and there will be no refund of the Program Fee.

22. Grievances: In case of any concerns or queries, reach out to UniKaksha's Grievance Officer. The grievance Officer shall make all reasonable efforts to address grievances in the shortest possible time. Contact at

Grievance Officer: Jignesh Rathod

Phone: +91-7669168542/ + 91-7669168543

Email: grievances@unikaksha.com

Timings: 10 AM to 7 PM, IST - Monday to Friday (except holidays)

23. Amendments: UniKaksha reserves the right to amend, modify, withdraw or substitute any of these T&Cs without any prior notice. The changes may be necessitated due to UniKaksha's focus on continuous improvement of the processes and services, research and development in the methodologies, pedagogy, technology obsolescence, industry requirements, and statutory compliances. All amendments, if any, will be updated in these T&Cs and/or www.unikaksha.com Terms and Conditions, Terms of Use, and Privacy Policy, as may be applicable, and will be notified via Communications.

24. Successors and Assigns: In situation company (and any Person that acquires a majority interest of the equity of the Company or substantially all of its assets), may sell and/or assign this Agreement and/or any of our rights, economic benefits or obligations under this Agreement, to any other Person without learner's permission or consent. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and ensure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

25. Severability: Except as set forth in the in Section 19 (Arbitration), if one or more provisions of this Agreement are held to be unenforceable under applicable law or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, then

- such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable,
- The balance of this Agreement shall be interpreted as if such provision were so excluded and,
- The remainder of this Agreement shall be enforceable in accordance with its terms.

ARBITRATION CLAUSE

Any dispute arising out of or in connection with this agreement, including any questions regarding its existence and validity shall be referred to and finally resolved by the process of Arbitration under the Arbitration and Conciliation Act, 1996 (as amended to date), which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one or three, either the First party will appoint or both the parties will appoint the arbitrator and those two appointed Arbitrators will appoint the third Arbitrator. Both parties shall bear the cost equally.

The seat, or legal place, of arbitration, shall be Gurugram, Haryana. The Courts at Gurugram, Haryana shall have exclusive jurisdiction.

The language to be used in the arbitration shall be English.

JURISDICTION:

The terms and conditions of the training program are subject to applicable laws in existence in India and courts at Gurugram/Haryana shall have the exclusive jurisdiction in respect of any disputes or any matter arising between the parties.

APPENDIX

For purposes of this Agreement, the following terms shall have the meanings specified:

1. "Affiliates" means with respect to a Party, any individual, partnership, corporation (including a business trust), joint stock company, limited liability company, trust, incorporated association, joint venture, or any other entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise; and "controls" and "controlled" have meanings correlative thereto
2. "Company" means the Person listed in the fifth paragraph of the 'Terms and Conditions page and the entity executing this Agreement, as well as any Person to whom this Agreement may be subsequently sold or assigned.
3. "Employer" means any Person/company for which services are provided, either as an employee or as an independent contractor or Consultant.
4. "Monthly Payment" means equal monthly installments.
5. "CTC" means The Cost to Company (hiring) defined as: " total salary (including variable pay), compensations, and gross income, including, but not limited to, health and fitness benefits, insurance, HRAs, and other benefits, such as rent allowances, leave travel allowances, travel expenses, phone allowances, vehicle allowances, and any other allowances provided by employment or self-employment."
6. "Payment Term" means the term during which the learner pays us the agreed amount from their annual CTC Income in accordance with the company or the finance partner associated with us.
7. "Student" means the individual listed in the opening paragraph of this Agreement and executing this Agreement.
8. Placement guarantee Period / Placement service period - The period that starts as soon as the learner successfully completes their training period and their placement program begins until the end of 12 months after.
9. Refund Guarantee - For learners enrolled by paying the program fee upfront and eligible for the job guarantee program, Unikaksha will help in getting a Tech job in IT companies within the placement guarantee period. If the learner does not get hired, Unikaksha will issue a 90% refund subject to fulfillment of the conditions stated above. Learners who enroll in Placement Program with ISA/ PAP shall not be eligible for the Money Back Guarantee Policy
10. "Income-Earning Month" means a month in which you earn, in the aggregate from all Employers, as a contractor, or from self-employment, more than the Minimum Monthly Amount.
11. "Income Share" means the fixed amount payable to Unikaksha from the Qualified Monthly Earned Income that you will owe us/financial partner during the Payment Term.
12. Certificate of Completion- is the digitally verifiable document issued to the Learner upon completing the Program and meeting the required prerequisites as applicable for completion of the Program. The certificate is provided once the complete payment of the program is cleared.
13. Eligibility Criteria - shall mean the eligibility criteria that the Candidate must meet before he/she applies for the Program
14. Candidate/Learner/ Student- shall mean the Candidate who has taken admission/enrollment in the Program as per the admission/enrollment criteria and evaluation process mentioned hereinabove.
15. Program Fee - this shall mean the total fee for the program payable by the Learner for the services opted with the Program. Applicable taxes to be paid on and above the Program Fee.
16. Qualifying Positions – Roles including but not limited to Full Stack Developer, Front-end Engineer, Full Stack Engineer, Software Engineer, and many other tech roles in IT companies.

Acceptance of the Program T&Cs

Both parties have read, understood, and agreed to the terms and conditions of this training program agreement.

The signature below indicates acceptance of all the terms and conditions stated above and both the parties have signed the agreement without any fear, pressure, undue influence or coercion.

IN WITNESS WHEREOF the parties have executed this agreement on the day and the year as mentioned in this agreement.

For: Unikaksha (legal entity Code Shastra Pvt Ltd)

Signature of Student:



Full Name: Abhishek pratap singh

Date: 08/06/2023