**Terms and Conditions**

**1. About the Company**

1.1 the courses available from the Site (the "Courses"), and the training services made available on or through the Site and the software (the "Services"), are owned, operated, and maintained, as applicable, by (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)(hereinafter referred to as "we", "our", "us", or the "Company", as the case may be). The Site, Courses, and Services are, collectively referred to as the "Company Products". By (a) using or accessing the Company Products, including, but not limited to streaming, accessing or using the software; or (b) paying, either for itself or for someone else to use or access the Company Products, you agree to the terms and conditions set forth in these terms of use (the "Terms").

1.2 These Terms, Unless The Same Has Been Specifically Excluded By Any Other Instrument To Which The Company And/Or An User Are Subject To, Including This Introductory Section, Create A Binding Legal Contract Between You And The Company. By Using The Company Products, You Represent And Warrant That You Have Read, Understood, And Agree To Be Bound By These Terms. If You Do Not Accept These Terms, You Must Not Use - And Are Not Authorized To Use - All Or Any Portion Of The Company Products.

1.3 For the purposes of the Terms, The term “User(s)/You” shall mean and include all persons, natural or artificial, that visit the Site including those that have agreed to become registered users on the Site by providing registration data while registering on the Site as registered users accessing the Company Products through the Website. If you are a parent, guardian, or other natural person who enables a child to access the Company Products, you agree to stand in the shoes of such child for the purposes of making us whole in case of damages or indemnification that could properly lie against a child, if not for his or her age. This Site is intended for use by a natural person only if such natural person is 13 (Thirteen) years of age or older.

1.4 If you are using or opening an account to use the Company Products on behalf of a company, entity or organization (each a "Subscribing Entity"), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to these Terms, and (ii) agree to be bound by these Terms on behalf of such Subscribing Entity.

**2. Privacy**

2.1  Any personal information submitted in connection with your use of the Site is subject to our Privacy Policy which is available at [(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)](https://www.edureka.co/privacy-policy)the terms of which are hereby incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices.  
  
2.2   The User may obtain certain confidential information, including without limitation, technical, contractual, product, pricing and other valuable information that should reasonably be understood as confidential (**“Confidential Information”**). The User acknowledges and agrees to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in the Company. The User’s obligations regarding Confidential Information will survive the termination of these Terms of Use in accordance with the clause on ‘Termination’ below. The User agrees that its obligations under this clause is necessary and reasonable in order to protect the Company’s business and expressly agrees that monetary damages would be inadequate to compensate for any breach of any covenant or agreement set forth herein. Accordingly, the User agrees and acknowledges that any such violation or threatened violation will cause irreparable harm and injury to the Company and that, in addition to any other remedies that may be available, in law, equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of these terms or the continuation of any such breach.

**3.General**

3.1  The Company Products enable the Users to learn via live and recorded instruction, tutoring, and learning services through our proprietary Software. The Services include, without limitation, facilitating and hosting Courses, and taking feedback from Users.  
  
3.2   You understand and agree that these Terms are agreed to in consideration of your use of the Company Products and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.  
  
3.3   **Changes to these Terms.** Company reserves the absolute right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Site. Any revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. You should visit this page regularly to ensure your continued acceptance of these Terms. Your continued use of the Company Products after any revision to these Terms constitutes your binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this section, no revisions to these Terms will apply to any dispute between you and the Company that arose prior to the date of such revision.  
  
3.4   **Evolving Nature of Services.** The Company Products are new and subject to change at any time. We are continually looking to improve the Company Products but if you are at any time dissatisfied with the Company Products, then your sole remedy is to discontinue use of the Company Products.  
  
3.5   **Electronic Notices.** By using the Company Products or communicating with us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Company Products. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Site or sending an email to you.

**4.Connectivity Costs and Equipment**

4.1  You are solely responsible for all service, internet, telephony and/or other fees and costs associated with your access to and use of the Company Products, including, but not limited to, any data charges imposed by a wireless carrier or Internet service provider, and for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.  
  
4.2   The Company uses internally developed systems for making the Company Products available to the User. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, the Company continually enhances and improves these systems in order to accommodate the level of use of the Site. The Company may also add additional features and functionality to the Company Products that might result in the need to develop or license additional technologies. Increased utilization of the Site or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. The User agrees that the Company shall not be liable to the User or to any third party claiming through the User for any such failures contemplated herein.

**5.Fees and Taxes**

5.1  Accessing the Site and browsing Courses is free of cost. Company however reserves the right to change its fee policies at any time in its sole discretion, including charging for access to the Site, but no fee change will be binding upon you until you agree to such fee changes.  
  
5.2   Unless otherwise stated, all fees are quoted in United States Dollars. You are responsible for paying all fees and applicable taxes associated with the Site in a timely manner with a valid payment method that is accepted by the Company in its sole discretion. If your payment method fails or your account is past due, then we may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with us and/or retaining collection agencies and legal counsel. We may also block your access to any Company Products pending resolution of any amounts due by you to Company.

**6.General Disclaimer**

6.1  We have no mechanism to control comments/discussions posted on the Site and, as such, we cannot guarantee in any manner the reliability, validity, accuracy or truthfulness of such contents. You also understand that by using the Site you may be exposed to Submitted Contents which you may consider offensive, indecent, or objectionable. You hereby agree to indemnify and hold the Company harmless from and against any and all claims, notices and actions that you may have arising out of your access or use of any Submitted Content.  
  
6.2   Those who choose to access or use the Company Products from other locations, including from outside India, may do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to or use of the Company Products from jurisdictions where the contents or practices of the Company Products are illegal, unauthorized or penalized is strictly prohibited.

**7.Conduct**

7.1  You shall only access the Company Products for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Company Products. You agree not to use the Company Products or the Company Content (as defined below) to recruit, solicit, or contact in any form Instructors or potential users for employment or contracting for a business not affiliated with us without our advance written permission, which may be withheld in our sole discretion. You assume any and all risks from any meetings or contact between you and any Instructors or other Users of Company Products. You should be careful before meeting any Instructor or other User in person and should only do so in public. Remember to always be safe.

**8.Specific Obligations of Users using the Site**

8.1  As a User, you agree that:

8.1.1  You have read, understood, and agree to be bound by the pricing information (see the Pricing section below) before using the Site or registering for a Course.  
  
8.1.2  If you are under the age of 18 (Eighteen), you have obtained parental or legal guardian consent before using the Site, or registering for a Course;  
  
8.1.3  You also agree that you will not do any of the following on or through the Company Products;

8.1.3.1  upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise);  
  
8.1.3.2  post any inappropriate, offensive, racist, hateful, sexist, sex-related, false, misleading, infringing, defamatory or libelous content;  
  
8.1.3.3  manipulate or interfere with the Company Products; and  
  
8.1.3.4  reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from or otherwise use and exploit any Submitted Content or other content obtained from any Company Products without our express written permission or the permission of the Company.

**9.Registration and Identity Protection**

9.1  To use certain Company Products, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account, username, and password (collectively, the **"Account"**) and for all activities and liabilities associated with or occurring under your Account. You must notify us (a) immediately of any unauthorized use of your Account and any other breach of security, and (b) ensure that you exit from your Account at the end of each Course. We cannot and will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your Account, either with or without your knowledge, prior to your notifying us of unauthorized access to your Account. However, you agree that you will be liable for any losses incurred by us or another party due to any use of your Account, excluding only uses following your notification to us of unauthorized access to your Account.  
  
9.2  You may not transfer your Account to any other person and you may not use anyone else's Account at any time. In cases where you have authorized or registered another individual, including a minor, to use your Account, you are fully responsible for (i) the online conduct of such User; (ii) controlling the User's access to and use of the Services; and (iii) the consequences of any misuse.  
  
9.3  For additional information on how we use your information, please see our Privacy Policy.

**10.Accuracy of Account Information**

10.1  In consideration of your use of Company Products, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by Company's registration form (such information being **"Your Data"**), (b) maintain and promptly update Your Data to keep it true, accurate, current and complete; and (c) comply with these Terms. If you provide any information that is untrue, inaccurate, not current, incomplete or misleading, or if we believe that such information is untrue, inaccurate, not current incomplete or misleading, then we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Company Products, without any liability to you.

**11.User and Submitted Content**

11.1  Any materials, information, communications or ideas that you upload, communicate or otherwise transmit or post to us on or through Company Products (the **"Submitted Content"**) will be treated as non-confidential and subject to the license below, and may be reproduced, distributed, publicly performed, publicly distributed, communicated to the public, and otherwise used and exploited by us for any purpose related to the delivery, marketing, promoting, demonstrating or operating the Company Products, including, but not limited to, for quality control, redistribution or display to Users, and professional development.