**TERMS AND CONDITIONS**

Welcome to the Credence Digital Leaning!

1. **Introduction**

We, at Credence Digital Leaning Pvt. Ltd. (“**Institute**” or “**we**” or “**us**” or “**our**”) are delighted that you have chosen us to help with your on-line/ offline educational or training needs. The Copyright Policy, Terms and Conditions, Privacy Policy and Refund Policy uploaded on the website [insert website address] are to be read in conjunction with one another. The following pages create the terms and conditions of a contract between you and us which covers: (a) your use of our website; and (b) how we make our learning program available to you.

Institute strives in bringing traditional knowledge of mathematics, science, social science and other allied subjects together with modern techniques of learning and their implementation. The Institute requests you to carefully go through these terms & conditions **(“Terms & Conditions”)**to access the knowledge provided by the Institute through its courses and on its website. If you continue to browse and use this Website or study the courses, you irrevocably and unconditionally are agreeing to comply with, abide by and be bound by all the obligations as stipulated in the following Terms & Conditions, which together with our other applicable policies which are incorporated herein by way of reference or available by hyperlink on the Website, shall govern the Institute’s relationship with you in relation to this website. Accessing the network of the Institute on its online platform through any medium, including but not limited to the websites being [insert website address] on mobile phones and such other devices, is also subject to the Terms & Conditions. The Website is owned and operated by the Institute and these Terms & Conditions set out the rights and obligations of all users in relation to their use of the Website. The Terms & Conditions supersede all previous oral and written terms and conditions (if any) communicated to you and shall act as an agreement between the Institute and its Users. If you do not agree to these Terms & Conditions, you may not use the Website.

1. **Definitions**

* **“Institute”** or **“us”** or **“we”** or **“our”** shall mean and refer to Credence Digital Learning Pvt. Ltd. and its affiliates, officers, employees, agents, partners and licensors.
* **“User”, “You/you”, “Your/your”** means any person, user, whether registered or not, viewer, student or customer who views, browses, accesses or uses our Website;
* **“Use”** or **“Using”** means to browse, access, view, copy, availing Services or other benefit from using the Website;
* **“Services”** means the service of access to Institute’s online technology platform for any purpose or for the purchase of any educational course listed on the Website and the resultant rights and obligations resulting from such purchase;
* **“Website”**  means and includes [insert website address], Institute’s mobile application accessed through or downloaded from the app store – whether or not Android or IOS, which might be used or accessed at any other platform where the Website can be accessed from.

1. **Terms Of Service**

* Subject to the clauses contained herein and other conditions on the Website, **‍**the Institute grants the User a limited, revocable, non-exclusive and non-transferable right to access and use the Services of the Institute for the duration of the course.
* The User acknowledges that since all the courses are updated on a regular basis, therefore syllabus is subject to change without any prior notice.
* The use of the Service is at the User’s own expense and risk. The User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use the Service. The User will at all times bear the risk of loss, theft or damage to any of its data.
* **Application Form**: Acceptance of application form is at sole discretion of the Institute. If the application is rejected by the Institute at the outset, then full fees will be refunded. If the application form is not completely filled or if the application is not accompanied with the prescribed fees, the same will be rejected.
* After the acceptance of the application form and the resultant admission to any course, any fees paid cannot not be refunded under any circumstances. Please refer to our Refund Policy for further details.
* **Study Material**: Users who do not pay their instalment fees will not be sent study material – in whatever form, whether in pen tab, pen drive or physical printed study material – until dues are cleared. The password required to access the study material too will not be shared until the fee is paid. They shall not be allowed to appear in further tests or examination, if any.
* It is the responsibility of the User to inform about the change of address to the Institute immediately. Any User not getting study material on time should immediately inform the Institute.
* Institute has made every effort to ensure that the contents of the study material are correct. However, the Institute accepts no responsibility for any errors, omissions in the material or damage caused as an effect thereof.
* **Medium of Instruction**: The medium of teaching shall be English and / or Hindi or such other language as the specified course may be available in. Change of medium of language of study is not possible after the course has been chosen.
* Any User who wishes to access the same video in different languages, if it is available will have to pay separately for each medium of instruction. Hence, separate fees, as applicable, would have to be paid for different medium of instruction.
* **Access to content**: Users can access the Institute’s videos for a limited period of time depending upon the choice of each video, fee paid and options available. The time duration of access of a video or all courses in a particular video is shown to the user at the time of purchase of the course. However, reasonable restrictions may be placed and the privilege to access video for may be revoked without any prior notice.
* The Institute has the right (but not the obligation), at its sole discretion, to review, edit, limit, refuse or remove content, or to limit or refuse the any User access to the Service. More specifically in the event the use of the Service, according to the Institute’s discretion, violates these Terms of Use.

1. **Price And Payment**

* The User must make the paymentin the currency in which the product price is quoted or is selected. If the User does not hold an account in the relevant currency, the User can pay by debit or credit card or any other method which may be introduced and integrated by the Institute from time to time. The User’s card company should exchange the amount charged to the currency of the User’s country at their current rate. Such rate of conversion and applicable charges shall be according to the contractual relation between the User and the Bank and the Institute shall not be liable for any discrepancy thereof.
* Payment may be made by credit card, debit card or any other such method as the Institute may introduce from time to time. The Institute reserves the absolute right to accept or refuse any payment made in any form.
* The Institute does not hold any credit / debit card details. They are held by third party payment providers. The User’s card company / bank may also do security checks to confirm the authenticity of the payment and to prevent fraud. The User’s such rights with the bank or the intermediary are unaffected by these Terms and Conditions.

1. **Online Payment – Payment Gateway Terms**

* The funds transfer for purchase of any educational course will be done by using an electronic payment gateway facility (“**Electronic Payment Gateway**”) for any sort of online payment. User cannot use or permit the use of the Electronic Payment Gateway or any related services for any illegal or improper purposes.
* Users shall utilize the Electronic Payment Gateway at their own risk. These risks would include but not be limited to misuse of password, internet fraud such as hacking, technology risks such as virus etc. and Institute disclaims all liability and responsibility for any claims, losses, damages, costs of whatsoever nature arising due to such risks.
* User understands that the Institute disclaims all liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by bank or any other intermediary to process any transaction or payment instructions for any reason.
* Institute may from time to time impose maximum and minimum limits on funds that may be transferred by virtue of the payment transfer service given. User realizes, accepts and agrees that the same is to reduce the risks of the user. User shall be bound by such limits imposed and shall strictly comply with them.

1. **Conduct Of Use**

User acknowledges that in accessing and using the Services offered by Institute, User may utilize the content and services offered on the Institute Websites. User agrees to follow the terms and conditions for the use of such Institute Websites as may be specified on such Institute Websites from time to time. Notwithstanding such acceptance of the Institute Websites terms, User acknowledges and agrees to the following, that:

* The Institute is an educational institute which offers expertise educational subjects such as mathematics, science, social science and other allied subjects and elucidates ways to create a successful career. The Institute wishes to deliver to our learners, the confidence to stand out in the crowd and achieve what they desire. The Institute is constantly dedicated to deliver high quality training and education with a stable studying environment to provide equal and fair attention to every learner.
* As long as User complies with the Terms & Conditions, we grant user a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website. User shall not to copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the Websites, except that which user may download for personal, non‐commercial use.
* User will not use the Institute’s Websites for any purpose that is unlawful, or prohibited by the Terms & Conditions. User also agrees that user will not use the Websites in any manner that could damage, disable or impair the Websites or interfere with any other person’s use or enjoyment of Institute’s Websites.
* Users may not use the Website to post, transmit or link to (i) any advertisement, promotional materials or solicitation related to any product or service or (ii) software or programs which contain any harmful code, including, but not limited to, viruses, worms or Trojan horses. You may not deploy to the Website any robot, spider, site search/retrieval application, or other application designed to retrieve, index, “data mine,” information from the Site.
* User accept not to use this Website in any way that is unlawful, abusive, threatening, harassing, obscene, libelous, hateful, or in any other way violating these terms and conditions. While using this website, you accept not to post any inaccurate or false information about yourself, or any information about the User himself that is not a part true, or any unsolicited advertisements or business proposals, or chain letters and junk mail.
* The software and hardware underlying the Websites as well as other internet related software which is required for accessing the Website are the legal property of the Institute. The permission given by Institute to access the Websites will not convey any proprietary or ownership rights in the above software/ hardware. User agrees that user shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software/hardware underlying the Website or create any derivative product based on the software / hardware.
* The Website may contain links to other websites that are not owned or operated by the Institute, and the User agrees that the Institute provides links to such websites solely as a convenience and has no responsibility for the content or availability of such websites and that Institute does not endorse such websites or any products or services associated therewith. Your use of such websites will be subject to the terms of use applicable to each such website.
* Institute shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Institute to perform any of its obligations under the Terms & Conditions if performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure event continues. Force Majeure Event means any event due to any cause beyond the reasonable control of the Institute, including without limitations, unavailability of communication systems, problems in delivery mechanism, pandemic, computer hacking, malfunctioning in computer terminal, faults or failures in telecommunication etc.
* Not all the products and services offered on Institute’s Websites are available in all geographic areas and User may not be eligible for all the products or services offered by the Institute on the Websites. The Institute reserves the right to determine the availability and eligibility for any product or service.
* The User agrees to avail the Service(s) in accordance with the Terms & Conditions mentioned herein.
* The User agrees that any and / or all information that may be provided by you to the Institute from time to time, including but not limited to contact information, address and tax related information or any other information required under existing or future KYC or other norms and laws are true, complete and accurate and the Institute does not assume in any liability if the Institute is unable to perform its obligations due to such cause.
* User may use the Website only for lawful purposes. You may not use our Website (i) in any way that breaches any applicable local, national or international law or regulation; (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards or to download any content from courses.
* User also agrees (i) Not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of these Terms; (ii) Not to use ad-blocking software; (iii) Not to charge others for the use of the Institute unless in specific written agreement with the Institute and (iv) Not to reuse text or graphics from the Website or parts thereof.
* ‍User agrees not to create frames around the Institute’s Web Pages that alter in any way the visual presentation or appearance of the Website without prior approval and written permission from the Institute.

1. **Limitation Of Liability**

* The material contained within the courses on the Website is provided without any guarantees, conditions or warranties as to its accuracy or completeness.
* The Institute does not assume any responsibility for any arrangements made by a User with anyone apart from the Institute. They are entirely at the risk and responsibility of the User.
* The Institute expressly excludes:
  + All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  + Any liability for loss or damage incurred by any User in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any material posted on it.
  + Any liability for any bugs or faults in our systems or tools, and
  + Any liability for any direct, special, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income, revenue, business, profits, contracts, anticipated savings, goodwill, time or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
  + However, even if any liability is owed to the Institute towards any User or third party, the same shall be limited only to the extent of monetary consideration paid towards the courses. If no such consideration has been paid, the Institute will not have any monetary liability.
* The Institute is not liable for any fraud, whether online or not, conducted in the name of the Institute by any third parties. The User is requested to verify the authenticity before initiating any association.

1. **Termination**

* The Institute retains the discretion to deactivate the User’s account and access to the Website services at any time for any reason whatsoever at our absolute discretion without any prior notice. However, the User shall not be relieved of obligations hereunder notwithstanding such termination which occur prior to the date on which such termination shall become effective.
* The User can deactivate his account at any time but the Institute shall maintain course tracking history in the Institute’s database.

1. **Changes To Terms**

* The Institute is committed to ensuring that the Website is as useful and efficient as possible. For that reason, the Institute reserves the right to make changes to the services, at any time. Institute has the absolute discretion to amend, update or supplement any of the Terms & Conditions at any time without prior notice for such changes. Any such amendment shall be effective immediately. The User can always review the most current version of the Terms and conditions at any time on this page. It shall be Users responsibility to review the Terms & Conditions periodically for any updates / changes before accessing, using, or transacting on our Website. The User’s use or access to the Website following any updates in the Terms and Conditions or any other policies constitutes an acceptance of those changes.
* The Institute will never charge the User for any Service without making it very clear precisely what the User is paying for. Any new features which are added to the Website shall also be subject to the same Terms and Conditions.

1. ‍**Personal Information**

* The submission of the personal information of the User is regulated by the Privacy Policy uploaded on the Website. The User is advised to view the said Privacy Policy.
* However, for abundant of caution, it is stated that the Institute may disclose the User’s personal data or other data relating to the use of the Service, to third parties where the Institute in good faith believes that it is necessary to comply with a court order, ongoing judicial proceeding, criminal or civil subpoena or any other legal process.

1. **Indemnification**

The User agrees to indemnify, protect and hold harmless to the Institute, subsidiaries, affiliates, partners, officers, directors, agents, contractors, license, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of the User’s breach of these Terms and Conditions or the documents they incorporate by reference or the User’s infringement of any law or rights of a third-party.

1. **Severability**

All of the Terms and Conditions contained herein are distinct and severable, and any provision that is deemed inoperative, unenforceable, void or invalid shall not affect the operation, enforceability, legality or validity of any other part of the Terms and Conditions. In the event that any of the Terms and Conditions should be determined to be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this document, as time and case may require, and Terms and Conditions shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

1. **Waiver**

Neither the Institute or the User or any party assign its rights or delegate its duties mentioned herein without the other party’s prior written consent. Neither party will be charged with any waiver of any provision of these Terms and Conditions, unless such waiver is evidenced by a writing signed by the party. The inability of the Institute to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a discharge or waiver of such right or provision.

1. **Entire Agreement**

* This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties’ final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral.
* The policies or operating rules posted by us on this website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, pre-empt any prior or synchronous agreements, communications and proposals, whether oral or written, between you and us.
* Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

1. **Dispute Resolution**

This Agreement will be governed by the Laws of India. Any dispute arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration of a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The Parties agree that the award of the sole arbitrator shall be final and binding upon the Parties. The seat of arbitration shall be Ujjain, Madhya Pradesh and the language to be used in arbitration shall be English. The Parties agree that the courts at the seat of arbitration will have exclusive jurisdiction to deal with all and any court proceedings which may arise from this Agreement. The remuneration of the arbitrator shall be in accordance with The Fourth Schedule of the Arbitration and Conciliation Act, 1996, as amended from time to time. The same dispute resolution process would apply even when the courses are provided outside the borders of India.

1. **Signatures**

This document is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. **Correspondence And Contact Information**

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If you would like to: access, correct, register a complaint, or simply want more information please contact us at [insert email address]