

BUYER TERMS

Welcome to **Edruptz**,

These **Buyer Terms** (hereinafter referred to as the “**Terms**” or “**Terms & Conditions**” or “**Terms of Use**”) shall govern the relationship between **Edruptz**, a company, having its registered office address in Ireland (hereinafter referred to the “**Company**” or “**Edruptz**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**user(s)**” or “**Buyer(s)**”), and shall govern your use of our website – www.edruptz.com/ (hereinafter individually as well as collectively, referred to as the “**Platform**” or “**Site**” or “**Website**”).

We are an online marketplace platform where Experts can upload various courses, and the Buyers are able to purchase access to such courses. (“**Service**”)

These Terms are applicable on all the Buyers, and other general visitors/viewers of the Platform. Please read these Terms carefully, as these, along with our **Community Guidelines, Refund & Cancellation Policy, Intellectual Property Claims, Cookie Policy, and Privacy Policy** statement forms the entire agreement between you and Edruptz. If you do not accept these Terms in its entirety, then you shall not use the Platform or avail our any of our services or purchase any of the courses listed on the Site.

Additionally, how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement and **Cookie Policy**. These Terms shall be read in conjunction with our **Cookie Policy, Refund & Cancellation Policy, Intellectual Property Claims and Privacy Policy** statement.

In case you are an Expert who is selling his/her courses on the Platform, please refer to our **Expert Terms** posted on our Site.

1. ACCEPTANCE OF THESE TERMS

By accessing, registering on, or using the Site, or by purchasing any of the courses listed on the Site in any way or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time on the Website.
- ii. You are of **sound mind** and at least of such minimum **legal age** as per the jurisdiction in which you reside, in order to form a binding contract with us. In case you are not of the age of majority as per the laws of the jurisdiction to which you are subject, then you must have the express permission of your parent/lawful guardian to use and access the Platform. In such cases, your parent/lawful guardian must have read and consented to these Terms, and our other policies.
- iii. We must not have previously disabled your account for violation of law or any of our policies.
- iv. You have read, understood and consented to our **Disclaimer, Community Guidelines, Refund & Cancellation Policy, Cookie Policy, and Privacy Policy** statement posted on our Site.

2. IMPORTANT TERMS

For the purposes of these Terms, and all other policies of Edruptz, the following capitalised terms shall have the following meaning:

- a) **‘Buyer(s)’** or **‘User(s)’** shall refer to the Buyers who purchase the course(s) provided by the Experts on the Platform.
- b) **‘Expert(s)’** shall refer to the Experts who have registered on the Platform to provide their course(s).
- c) **‘Edruptz Content’** or **‘Our Content’** shall refer to all the content belonging to Edruptz on the Platform, including without limitation, text, graphics, images, music, software, audio, video, information or other materials.
- d) **‘Listing’** refers to the courses listed by the Experts on the Platform.
- e) **‘Expert’s Content’** shall refer to all the content posted by the Expert on the Platform, such as through his/her Listings, courses, profile, bio, etc.
- f) **‘Platform’** shall refer to the platform of Edruptz, and shall include the Website.
- g) **‘Service’** shall refer to the services of the Platform provided by Edruptz through its Website.

- h) **'Tax'** or **'Taxes'** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, provincial, state and federal indirect or other withholding and personal or corporate income taxes.
- i) **'Terms'** shall refer to these Buyer Terms as applicable to the Buyers, and other general users or visitors of the Platform. However, in case of other policies, 'Terms' could have a different meaning as provided in those policies.
- j) **'Website'** shall refer to www.edruptz.com/.

3. ACCOUNT REGISTRATION, PASSWORD AND SECURITY

- a) **Account:** To access various parts of the Platform, and to avail various Services, you are required to register and create an account with us. Registration is free. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Social Media Signup:** You also have an option of signing up using social media accounts, such as Google, Facebook, and LinkedIn. In case you choose to sign up using any of the social media accounts, you will be redirected to the website of such social media accounts, and therefore, in addition to these Terms and our Privacy Policy, you will also be subject to the terms and privacy policy of such social media websites. We are not liable for any loss caused to you due to any action of such third-party websites.
- c) **Security:** You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We ask that you should not share your account or password with any third party. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, or that you have created a duplicate account, in

that case, we may terminate your account, and refuse current or future use of any or all of the services.

For example, if we come to realize that you have created an account with the sole purpose of building a competing platform or provide false feedback to the Experts or to engage in any unfair practice, then we might terminate your account.

- e) **No Selling:** You are expressly prohibited from selling or transferring or gifting your account to any other person, or from sharing the login credentials of your account or sharing the access of the courses purchased by you with any third party, without our prior written consent.

4. HOW CAN YOU USE THE PLATFORM?

i. Allowed uses:

- a) **Directions of Use:** You must follow any and all guidelines or policies or directions of use as associated with each of the Services on the Platform.
- b) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information about yourself. All the submitted information will be processed in accordance with our **Privacy Policy** statement.
- c) **Material:** For the purposes of these Terms, “**material**” shall mean any logos, trademark, text, video, graphics, sound material, published on the Platform, whether a copyright of Edruptz, Experts, Buyers, other users, our licensors or any third party. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Platform. You must not reproduce any part of the Platform or the material or transmit it to or store it in any other Platform or disseminate any part of the material in any other form, unless we have indicated that you may do so.

ii. Restricted uses:

- a) The Buyers and Experts are not allowed to communicate outside of the Platform or share any personal communicable details with each other.

- b) You must not share your or anyone else's financial information, such as bank account details, card number, PIN, OTP, etc. with the Expert or other user. If you do this, and suffer a loss or become a victim of fraud or hacking or other financial fraud, Edruptz assumes no liability whatsoever. This will also lead to your Edruptz account being restricted, suspended or banned.
- c) The Expert or the Buyer cannot impersonate others, create duplicate accounts, or provide inaccurate information about themselves.
- d) The Buyer will be able to leave feedback after purchasing courses from the Experts, or after completing a particular course from the respective Expert. However, you cannot post, raise, or comment on any political, racist or such other issue which affects a person, community or society. You must not be abusive and shall only provide your genuine feedback about the course and its content. Moreover, there must not be advertisements of any sort in the feedback. All feedback must comply with our **Community Guidelines**.
- e) The Buyers are prohibited from providing a fake, paid, motivated or ingenuine feedback.
- f) The Buyer must not misuse or interfere with the Services or Platform or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law and as per the directions provided by us.
- g) The Buyer must not:
- republish material from this Platform;
 - selling, distributing or making available the courses on Edruptz to any third-party;
 - sell, rent or sub-license material from the Platform;
 - show any material from the Platform in public without our consent;
 - edit or otherwise modify any material on the Platform (*other than editing your own information/posts/contents as per the method provided*);

- reproduce, duplicate, copy or otherwise exploit material on our Platform for a commercial purpose; or
 - redistribute material from the Platform, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
 - infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our Experts, Buyers, other users, licensors or any third party;
 - We reserve the right to restrict your access to any areas of our Platform, or indeed our whole Platform, at our discretion.
- h) You must not use our Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- i) The Buyer must not use our Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- j) The Buyer must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Platform.

In case of your violation or non-compliance of any of the terms mentioned in these Terms, we reserve the right to suspend or terminate your account or your access to the Platform or our services, at our sole discretion.

5. OUR CONTENT AND RIGHTS

Our Website, software, platform, logos, Edruptz Content, designs, trademarks, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of Edruptz, and/or its licensors, as

the case may be. Your use of or access to our Site or Platform or availing of our services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Platform, our services, any content (*except your own content*), designs, published by us or our licensors or third parties. This Platform and the content, including but not limited to the trademark, logo, copyright, design, layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules and regulations. Trademarks, trade names and designs appearing on this Platform are the exclusive property of, or are licensed to the Edruptz and are protected under applicable law. **No use of a trademark, trade dress, trade name, content or design appearing on our Website may be made without the prior written permission of Edruptz.**

6. CONTENT POSTED BY BUYERS AND BUYER'S RIGHTS

- a) **Your Content is yours:** The content, such as feedback left by you as a Buyer, may be protected by intellectual property laws. You own the intellectual property rights in any such content that you share on the Platform. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content (except defamatory one) with anyone else, wherever you want.
- b) **License:** However, to provide our Services we need you to give us some legal permissions (known as a '*license*') to use this content of yours. This is solely for the purposes of providing and improving our Services.
- c) **Description of License:** Specifically, when you share content that is covered by intellectual property rights, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, publish, distribute, modify, copy, publicly perform or display, and translate your content. However, we do not have any responsibility to use or display any part of your feedback on any part of the Platform. We retain the right to display the same at our own discretion. *For example, if we find it untrue, defamatory, misleading or false, we might not display the same.*
- d) **Terminating the License:** You can end this license for specific content by deleting such content from our Platform, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time

it takes to remove from backup and other systems. However, you might not be able to remove your feedback from our Platform.

7. CONTENT POSTED BY EXPERTS AND OTHER USERS

While using our Platform and our Services, you may encounter content or information (*such as courses, description, content, lessons, materials, photos, illustrations, concepts, etc.*) that is posted by Experts and the comments posted by other Buyers. All rights to such content are owned by the respective Expert or Buyer, as the case may be. Moreover, there is a likelihood that such information or content be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Edruptz generally does review content provided by our Experts or feedback posted by other Buyers. We disclaim all guarantees and liabilities in this respect. However, if you come across a content or course that is hosted on our Platform, and is against any of our policies or **Community Guidelines**, you can report that content to us at support@edruptz.com.

8. COURSES AND YOUR LICENSE

- a) **License:** At Edruptz, our Experts offer various e-courses for your education purposes. When you purchase any of these e-courses, you get a license to view the content of such e-course strictly on a non-exclusive basis. You will not try to transfer or resell such content in any way. You shall also not share your account information with anyone else, illegally download the content hosted on the platform or share with any third-party or sell it or distribute it or publish it anywhere.
- b) **Description of License:** Our Experts own all the rights, copyright and other intellectual property rights in respect to all of their courses. Experts/Edruptz grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view all such content for which you have paid all required fees, solely, in accordance with these Terms. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, sublicense, or otherwise transfer any such content, unless we or Expert(s) give you explicit permission to do so.
- c) **Reservation of Right:** We reserve the right to revoke any license to any such content at any point in time in the event where we decide or are obligated to disable access due to legal or policy reasons or due to your infringement.

- d) **Lifetime Access:** The term ‘**Lifetime Access**’ in respect of the courses on Edruptz is limited to the life of the Company. If we discontinue our Company or business or website for any reason, your access to the courses will also come to an end, without any further compensation.

9. PRIVACY POLICY

In order to see what data we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our Site.

10. LINKS TO THIRD-PARTY LINKS

The Platform might contain links to third-party websites, products and services. Such third-party links are not under the control of Edruptz, and Edruptz is not responsible for any third-party links or services or courses provided by the Experts. Edruptz provides access to these third-party links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party links or the services of the Experts. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you are taken to such a third-party Platform, and will be out of the jurisdiction of our Platform. Therefore, you shall be governed by the terms, privacy policy and other policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or services or courses of Experts, Edruptz shall not be responsible.**

11. PAYMENTS

All services and courses are subject to payment, and you agree to pay for the services or courses that you purchase on our website, and you authorize us (*or our third-party payment service providers*) to charge your debit or credit card or process other means of payment for those payments. **You shall be responsible to borne all the applicable taxes (*wherever applicable*).** We reserve the right to modify the prices of our services, and the Experts reserve the right to modify the prices of their courses or services. We reserve the right to discontinue any part of the Platform, at any time at our sole discretion, without any prior notice.

12. DISCLAIMER

THE PLATFORM, WEBSITE, COURSES, AND SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. EDRUPTZ MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, SERVICES, EXPERT CONTENT, COURSES, DOCUMENTS, USER CONTENT, OR ANY ACTIVITIES OR ITEMS RELATED TO THESE BUYER TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDRUPTZ DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Edruptz (or our licensors or affiliates) be liable to you, or any third party for any educational loss, academic loss, financial loss, transaction failure, fraud, loss occurred due to use of courses or their content or services availed from Experts, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these Terms or your use of, or inability to use the Platform, even if Edruptz has been advised of the possibility of such damages. Access to, and use of, the Platform is at your own discretion and risk, and you will be solely responsible for any damage to your education, person or device or computer system, or loss of data resulting therefrom. To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to these Terms (*for any cause whatsoever and regardless of the form of the action*), will at all times be limited to the amount paid by you for the respective course in question. The existence of more than one claim will not enlarge this limit. In case where the Site is down, either due to planned maintenance or due to some technical glitch or error, we will not be liable to compensate you for any reason whatsoever.

14. INDEMNITY

You acknowledge to defend, indemnify and hold Edruptz, its owners, affiliates, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as “**Indemnified Party**”) from

and against any claim, disputes, fine, liability, demand or expense, including reasonable Solicitor/Attorney/Lawyer' fees, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right, including without limitation to any right to privacy, publicity rights, defamation or intellectual property rights;
- b) Your wrongful or improper use of our services, courses or Platform;
- c) Your violation of any applicable laws, rules or regulations or any other applicable law through or related to the use of our services;
- d) Your violation of these Terms, or any other policy of Edruptz as associated with our Services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our Services.

15. INTELLECTUAL PROPERTY INFRINGEMENT

Please notify us if you believe any of your intellectual property rights have been infringed on our Platform.

Please file your intellectual property infringement claim in accordance with our **Intellectual Property Claim Notice** posted on the Site.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** these Terms and any dispute arising from the same will be governed by applicable laws of the **Republic of Ireland**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts situated in **Dublin, Ireland**.
- iii. **Waiver of Jury Trial:** YOU AND US HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JURY. YOU AND EDRUPTZ ARE INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN RELATION TO THESE TERMS BETWEEN YOU AND EDRUPTZ, SHALL BE RESOLVED BY A JUDGE.

- iv. **Waiver of Class Action and Relief:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ADJUDICATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE EXPERTS/BUYERS, AS THE CASE MAY BE, CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER EXPERT/BUYER, AS THE CASE MAY BE.
- v. **Disputes between Experts and Buyers:** You understand and acknowledge that Edruptz is a mere facilitator between the Experts and the Buyers, and we in no way are responsible for the conduct of the Experts or accuracy or quality of the courses or any of its content. Therefore, if you have any claim or dispute against an Expert, you undertake to take it up directly with the concerned Expert. Edruptz shall not mediate or resolve such disputes, and nor shall become a party to such disputes. However, if you believe that an Expert has violated our Terms or applicable law or any other policy of Edruptz, you can file your complaint at support@edruptz.com and we will take necessary action in accordance with our policies and applicable law. Moreover, you can request a refund as per our **Refund & Cancellation Policy.**

17. Notices

When you use the Platform or send emails to Edruptz, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Platform. Edruptz will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to support@edruptz.com.

18. Miscellaneous

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.

- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** Edruptz reserves the right to put any account on hold or permanently disable accounts, takedown any course or its content, takedown any other content or feedback, due to breach of these Buyer Terms and/or our other policies or due to any illegal or inappropriate use of the Platform or Services.
- iv. **Non-circumvention:** You must not circumvent or attempt to circumvent our fees/commission model or communication mode by making the payments outside of Edruptz or communicating outside of Edruptz.
- v. **Feedback Rights:** To the extent that you provide Edruptz with any comments, suggestions or other feedback regarding the Edruptz platform or Site, as well as other Edruptz services (collective, the “**Feedback**”), you will be deemed to have granted Edruptz an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Edruptz is under no obligation to implement any Feedback it may receive from users.
- vi. **Targeted Abuse:** We do not tolerate users who engage in targeted abuse or harassment towards other users on Edruptz. This includes creating new multiple accounts to harass other users or Experts in any manner whatsoever.
- vii. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- viii. **Waiver:** Our failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Edruptz and you or any other party be deemed to modify any provision of these Terms.
- ix. **Survival:** Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms, for any reason whatsoever.

- x. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- xi. **No Assignment:** You may not assign these Terms (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Edruptz, which may be withheld at Edruptz's sole discretion. Any attempted assignment that does not comply with these Terms shall be null and void.
- xii. **Entire Agreement:** These **Terms, Disclaimer, Community Guidelines, Refund & Cancellation Policy, Cookie Policy** and our **Privacy Policy** statement, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Edruptz and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Platform.
- xiii. **Force Majeure:** Edruptz will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- xiv. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Platform after any amendments to these Terms shall constitute your acceptance to such amendments.

19. Grievance Officer/Designated Representative

In the event you have any grievance regarding anything related to these **Terms or Disclaimer or Community Guidelines or Refund & Cancellation Policy or Privacy Policy or Cookie Policy**, or with any content or service of Edruptz, in that case you may freely write your concerns to the Grievance Officer/Designated Officer appointed below:

- **Name:** Lorraine Butler
- **Email:** support@edruptz.com

20. Feedback and Information

We welcome your questions or comments regarding these Terms. You can write to us via email:
support@edruptz.com.

Last updated on **August 15th 2022**.