

## EXPERT TERMS

These **Expert Terms** shall be applicable only to the Experts who have signed up on our website – [www.edruptz.com/](http://www.edruptz.com/) (hereinafter referred to as the “**Platform**” or “**Site**” or “**Website**”), as made available by **Edruptz**, a company, having its registered office address in Ireland.

**These Terms will be deemed as accepted by you by accessing the Platform or using or registering as an Expert or by listing your courses on the Platform or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms.**

In addition to these Terms, our **Disclaimer, Refund & Cancellation Policy, Community Guidelines, Cookie Policy**, and **Privacy Policy** statement posted on the Site shall also be applicable to you.

### 1. DEFINITIONS

For the purposes of these Expert Terms, the following capitalised terms shall have the following meaning:

- i. ‘**Terms**’ shall refer to these **Expert Terms**, as applicable to the Experts/Course Sellers registered on our Platform.
- ii. ‘**Company**’ shall refer to **Edruptz**, a company, having its registered office address in Ireland.
- iii. ‘**Buyer(s)**’ shall refer to the Buyers of the Platform who have signed up to explore and purchase various courses offered by the Experts.
- iv. ‘**Disclaimer**’ shall refer to the Disclaimer posted on our Site.
- v. ‘**Service**’ shall mean the services of the marketplace offered to you and the Buyers by Edruptz.
- vi. ‘**Privacy Policy**’ shall refer to the Privacy Policy statement posted on our Site.
- vii. ‘**Expert**’ shall refer to you, the Experts who have registered on our Platform to offer their courses.

### 2. ACCEPTANCE OF THESE TERMS

By registering on our Platform as an ‘Expert/Course Seller’ or by using or accessing the Platform as such, or by clicking on a button or taking similar action to signify your affirmative acceptance of these

Terms, you hereby represent that 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 at the Site.

### 3. UPDATES

From time to time, we will bring new updates to our Site, mostly in order to enhance your experience and/or to improve the safety and security of our Platform, Experts and Buyers, or for any other reason as we deem fit at our sole discretion.

### 4. ACCOUNT REGISTRATION AND VERIFICATION

- a) **Account Registration:** To access the Platform as an Expert, you are required to sign up and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself and/or your institute. 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 our policies, 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) **Registration Details and Verification:** While registering the account on the Platform, you will be required to furnish details about you, your services, and courses. You agree and acknowledge that we reserve the right to, directly or through a third-party service, validate the information provided by you on the Platform. You agree to furnish additional information and provide documentary proof as may be requested by us, from time to time, for the purposes of verification of your Expert account information. If any information provided by you is found to be incorrect or misleading, we reserve our right to take appropriate steps as set forth under Section 4(e) of these Terms.
- d) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered 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, (b) ensure that you exit from your account at the end of each session, (c) not give access to your Platform account

details (*including password*) to any third party without our written consent. 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.

- e) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your account, and refuse current or future use of any or all of the Services, and may also forfeit your account balance or not process the amount that you otherwise were entitled to as part of sale of your course(s).

## 5. EXPERT'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- i. You represent, warrant and agree that:
- a. you are a person of **sound mind** and at least of a **minimal legal age** as per the laws of the jurisdiction to which you are subject and are fully able and competent to understand and agree to these Expert Terms;
  - b. you have read, understood and consented to our **Disclaimer, Refund & Cancellation Policy, Community Guidelines, Cookie Policy, and Privacy Policy** statement posted on the Site;
  - c. you shall use the Platform for professional purposes only;
  - d. in case you are an institute, your business is validly existing and incorporated / established as per the provisions of applicable laws, and your business and/or the courses offered by you are not prohibited as per laws of the jurisdiction to which you are subject, or where you are selling them;
  - e. you shall comply with all applicable laws while providing your service to the Buyers or while uploading your courses on Edruptz;
  - f. you shall be solely responsible for obtaining all necessary degrees, third-party licenses and permissions (if any required) regarding any service or courses that you provide;
  - g. any photos, videos, description, document, material, bio or content that you post, or which is contained in your courses, is true, complete, legal, safe, and not misleading, and the same does not and will not violate the intellectual property rights of any third-party or any other applicable law or our **Community Guidelines**;

- h. you will be polite, generous and professional in your interaction and dealing with the Buyers, and will not abuse, harass, or be rude to them; and
  - i. you will not lie about your education or qualification or experience or expertise in any circumstance.
- ii. Experts may be required to furnish additional documents or information about courses that the Expert may offer on the Platform in order to authenticate that the services offered are genuine and authentic and do not infringe intellectual property rights or proprietary rights of any third party. Expert agrees to promptly provide such additional documents and information, failing which Edruptz reserves its right to take appropriate measures as set out in these Terms.
- iii. Experts are required to behave professionally with the users and Buyers of Edruptz. Any misbehavior, unprofessional conduct, or verbal abuse is prohibited and will be considered as a violation of these Terms.

**The failure of the Expert to comply with any of the above, or any other provision of these Terms can lead to necessary action taken by Edruptz, including without limitation, suspension or removal of the account, without processing the amount that Expert was otherwise entitled to, and take other legal recourse, at the sole discretion of Edruptz.**

## **6. PAYMENTS TO EXPERTS AND SERVICE FEE**

- a) **Free Account:** There are no fees or charges for creating an account on Edruptz or to apply as an Expert/Course Seller or to list courses on Edruptz.
- b) **Own Prices:** Experts are entitled to set their own prices for the courses.
- c) **Service Fee:** Edruptz charges Experts a **25%** as its **service fee** on the list price of the course purchased by the Buyer on Edruptz Platform (Hereinafter referred to as the “**Service Fee**”). The amount of Service Fee may be modified at the sole discretion of Edruptz.
- d) **Withdrawal:** We understand how important your revenue is to you, and this is why we do not want you to wait for a very long period of time to receive the funds earned by you. For this reason, on Edruptz, the amount earned by you is automatically sent to your Stripe wallet after a period of **30 (thirty) days**, from the time we receive the payment from the Buyers or users for your course(s), provided no complaint or dispute is raised by the Buyer within this time frame

(“**Refund Period**”). The funds will be credited to your Stripe wallet. You can however also request to receive such an amount in your bank account by dropping us an email at [support@edruptz.com](mailto:support@edruptz.com) to discuss this further.

- e) **No Withdrawal Fee:** Edruptz does not charge any withdrawal fee for the withdrawals by the Experts. However, you might be subject to a charge or conversion fee or landing fee based on the rules of Stripe, or your country and the bank.
- f) **Withdrawals are Final:** Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.
- g) **Withdrawal Restriction:** For security concerns, Edruptz may temporarily disable Expert’s ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users or breach of other terms and conditions of Edruptz or where you have breached our **Community Guidelines**.
- h) **Taxes:** Experts are responsible for paying any direct or indirect taxes, including any GST, VAT or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction. Experts represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction.
- i) **Refunds:** The Buyers on Edruptz have a period of **30 (thirty) days** from the date of course enrolment/purchase to request for a complete refund upon fulfillment of certain conditions. If we refund the Buyers for any reason, then you shall also not be entitled to receive the amount for such purchase that has been refunded.

## 7. OWNERSHIP AND INTELLECTUAL PROPERTY

- a) **Rights of Edruptz:** This website, platform, portal, its logos, its content, designs, trademarks, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of the Edruptz, and/or its licensors, as the case may be. Your use of or access to this Site, 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 Site, platform, our services, any content (*except your own content*), designs, published by us or our licensors or third parties.
- b) **Your Rights:** The content, including without limitation, courses that you upload, and other information that you post or share 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.

- c) **Our 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. 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.
- d) **Terminating our License:** You can end this license for specific content by deleting such content from your profile, 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, please note, you will not be entitled to remove the course from Edruptz as the buyers that purchase the course have lifetime access to such courses.

## 8. RESTRICTIONS

Expert shall not itself, and shall not permit anyone to: (i) copy or republish the Services or Platform, its features and functionalities, (ii) make our Services available to any other person without our prior written consent, (iii) share login credentials with a third party, (iv) create duplicate accounts (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Platform, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Site or portal, (vii) access the Site or portal with the sole purpose to build a similar product or competitive product, (viii) behave unprofessionally with the Buyers, (ix) list such courses which it does not have right to list or sell or that violate applicable law, and (x) list any course or attempt to sell any course or advertise any course/content that goes against the terms mentioned in our **Community Guidelines**.

## 9. COMMUNICATION OR PAYMENTS MUST NOT BE MADE OUTSIDE THE PLATFORM

You must not circumvent or attempt to circumvent our service fees model by making communication or receiving the payments outside of Edruptz. Requesting or providing personal communication details, such as email, Skype/IM usernames, telephone numbers or any other personal contact details to

communicate outside of our Platform in order to circumvent or abuse our messaging system or our Platform is not permitted at all. You must not offer Buyers to make payment using any method other than through Edruptz Platform. In case you have been asked to use an alternative payment method by the Buyer, please report it immediately to Customer Support at [support@edruptz.com](mailto:support@edruptz.com). This is a serious violation and can lead to account disablement, either temporarily or permanently, at our sole discretion.

## **10. UPTIME**

Edruptz will use commercially reasonable efforts to make the Site, platform, portal and Services available for access by the Expert 97% of the time, measured on a monthly basis, excluding Planned Outages. **“Planned Outages”** shall mean the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Edruptz will post an advance announcement of any Planned Outage or intimate the Expert about the same through any other way. We disclaim that the Site or portal will be available on an uninterrupted or timely basis at all times. We will not be liable to you for any lost profit or loss of revenue if anyone is not able to use our Platform due to any reason (*including technical glitches*).

## **11. COMPLAINTS**

In case, any Buyers have complained about any aspect of the products or services or courses provided by you, we will look into such complaints, provide you a reasonable opportunity of being heard, and then take a decision on what action is to be taken against you. In case, you are found to be violating any provision of these Terms, we reserve the right to suspend or remove your account, and prohibit future use of our Services to you, at our sole discretion, and in such cases you will not be entitled to receive the amount that was otherwise payable to you from the sale of your courses. You hereby agree to fully cooperate with us on a timely basis for the resolution of the complaints submitted by the Buyers against you or your courses or content.

## **1. NO WARRANTIES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS, PLATFORM, SITE AND OUR SERVICES ARE PROVIDED TO YOU “AS IS”. WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING PLATFORM OR PORTAL OR OUR SERVICES, INCLUDING THAT OUR SERVICES WILL BE AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF USE OF OUR SERVICES OR THE PLATFORM.

## **2. LIMITATION OF LIABILITY AND INDEMNITY**

- i. 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 financial loss, loss of time, lost profits, lost data, 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 device or computer system or business, or loss of data resulting therefrom. We take no guarantee that your courses will sell, or appear at any particular space in the search results, and disclaim all warranties in respect of the same.
- ii. Expert agrees to indemnify Edruptz, its Buyers, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your courses, materials or content; (ii) from your use of the Platform or any of the Services; (iii) from your breach of the Terms or breach of any applicable laws; (iv) your negligence or wilful misconduct or unprofessional behavior; (vi) any alleged or actual copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the use of any of the Services.



### 3. GOVERNING LAW AND DISPUTE RESOLUTION

- a) **Governing Law:** these Terms and any dispute arising from the same will be governed by applicable laws of the **Republic of Ireland**.
- b) **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**.
- c) **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.
- d) **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 EXPERT CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER EXPERT(S).
- e) **Disputes between you and the Buyers:** You understand and acknowledge that Edruptz is a mere facilitator between you and the Buyers, and we in no way are responsible for the conduct of the Buyers, including without limitation, where they violate your copyright or other intellectual property right, illegally sell or distribute your courses, etc. Therefore, if you have any claim or dispute against a Buyer, you undertake to take it up directly with the concerned Buyer. Edruptz shall not mediate or resolve such disputes, and nor shall become a party to such disputes. However, if you believe that a Buyer has violated our Buyer Terms (as posted on the Site), applicable law, or any other policy of Edruptz, you can file your complaint at [support@edruptz.com](mailto:support@edruptz.com), and we will take necessary action in accordance to our policies and applicable law.

### 4. 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 this Site. You agree that all Terms, 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](mailto:support@edruptz.com).

## 5. 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 Expert 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 due to breach of these Terms and/or our other policies or due to any illegal or inappropriate use of the Platform or its services. And in such cases, you will not be entitled to receive the amount that was otherwise payable to you from the sale of your courses
- iv. **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.
- v. **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.
- vi. **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.

- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- viii. **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. Any attempted assignment that does not comply with these Terms shall be null and void.
- ix. **Entire Terms:** The **Terms, Refund & Cancellation Policy, Community Guidelines, Privacy Policy, Disclaimer, and Cookie Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Terms between Edruptz and you, relating to the subject matter hereof, and supersedes any prior understanding or Terms (*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.
- x. **Force Majeure:** Edruptz and affiliates 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.
- xi. **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 the Terms shall constitute your acceptance to such amendments.

## 6. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms or Disclaimer or Return or Cancellation Policy, 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](mailto:support@edruptz.com)

## **7. CONTACT US**

If you have questions or need any clarification or have any grievance, please feel free to contact us at [support@edruptz.com](mailto:support@edruptz.com).

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