

TERMS AND CONDITIONS

OVERVIEW

This document is an Electronic Record under the Information Technology Act, 2000 and the Rules made thereunder and as per the various provisions pertaining to Electronic Records in other Statutes as amended by the Information Technology Act, 2000. This Electronic Record does not require any physical, Electronic or Digital Signature. This Document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 under the Information Technology Act, 2000 that requires the publishing of Rules and Regulations, Privacy Policy and the Terms of Use. Please carefully go through the Terms and Conditions and the [Privacy Policy](#) before browsing through the website or availing services of the website. The Terms and Conditions and the Privacy Policy together form a legally binding Agreement between the User and Educationary Technocart Pvt. Ltd. The domain name **www.educationarytechno.com** and the mobile application **Educationalary** (hereinafter collectively referred to as the 'Website') are owned and managed by **Educationalary Technocart Private Limited** (hereinafter referred to as "**Educationalary**"). The term 'Educationalary', 'Company', 'us', 'we' or 'our' refers to Educationary Technocart Private Limited. Educationalary offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. The term 'Third Party' refers to any person, natural or juristic, other than us and the User. These Terms and Conditions and the Privacy Policy will be applicable and effective upon your acceptance of the same and will govern the relationship between the user and the Company in connection with the use of this website and availing services under this website. The acceptance may be direct, or indirect in Electronic form. You are deemed to have read and

agreed to be bound by the terms and conditions and the Privacy Policy if you continue to browse or use this website. By accessing the website, you irrevocably accept all the terms and conditions stipulated in this Agreement and agree to abide by them. If you do not agree to any of the terms or do not wish to be bound by any of the terms and conditions and privacy policy, you may choose not to use the website. In case of any queries regarding any part of this Agreement, contact us at help@educationarytechno.com. The content of the pages of this website is for your general information and use only. Educationary reserves the right to modify or remove any portion of the Terms and conditions for any reason and the same will be notified on the website. You are expected to read the changed Policies before continuing to use the website. Your continued use of the website means your acceptance to such modification. The use of this website is subject to the following terms and conditions:

1. WEBSITE AND ONLINE COURSE USAGE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

2. GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express wrote permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. PRODUCTS OR SERVICES

Certain products or services including our online courses and eBooks may be available exclusively online through the website or our partner websites. These products or services may have limited quantities and are subject to return or exchange only according to our [Return Policy](#).

We reserve the right but are not obligated to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product/service at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

4. ACCOUNT

Access to the website is free and does not require disclosure of any information. However, to use the services of the website, you may be required to furnish certain information. Where logging in with a user Id and Password is required, it shall be your sole responsibility to maintain the confidentiality of your username, password and other personal and sensitive data. Should the website require you to login with a User Id and password, it shall be your sole responsibility to keep the Username and Password confidential at all times. You shall be fully responsible for maintaining the confidentiality of your account information at all times, and you are solely responsible for all the activities under your account.

Educationalary shall not be responsible for any loss or damage whatsoever caused by your breach under this term. In the event of any breach of security of your account information, it shall be your responsibility to notify us at the earliest, failing which you shall have agreed to indemnify any loss or damage caused to you because of your failure to maintain the confidentiality of your account information. In case of loss of confidential and personal information or any breach of security of your account information, inform us by sending a mail to help@educationalarytechno.com. In the event where you wish to avail the services without creating an account, you may obtain the services through the

website by submitting contact details like your mailing id and contact number for our representatives to call and book appointments. However, such calls may be recorded and stored in the servers. You shall not have more than one active account on the website. Further, you are barred from selling or otherwise transferring your account to another person.

5. CONTROLLING YOUR PERSONAL INFORMATION

You may choose to restrict the collection or use of your personal information in the following ways:

While registering the account, we indicate which fields are mandatory and which fields are optional. You are free to not disclose the information that is not mandatory.

Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for promotional purposes. If such a box is not available, you may choose not to fill such a form. However, by submitting the filled enquiry form, you will be construed to have foregone your right and we may choose to send emails and correspondences from time to time.

If you have previously agreed to us using your personal information for promotional purposes, you may change your mind at any time by writing to or emailing us at help@educationarytechno.com

6. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

7. THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

8. USERS OBLIGATION

Your use of our products, Website, Application and Services is solely for Your personal and non-commercial use. Any use of the Application, Website, Services or products or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of this Application, Website, products and / or our Services shall be subjected to the following restrictions:

- i. You may not decompile, reverse engineer, or disassemble the contents of the Application and / or our Website and/or Services/ products or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application and / or our Website and/or Services/products, or remove any copyright, trademark registration, or other proprietary notices from the contents of the Application and / or and / or our Website and/or Services/products.
- ii. You will not (a) use this Application and / or our Website and/or any of our product/s or Service/s for commercial purposes of any kind, or (b) advertise or sell the Application or any products, Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Application and / or Website/our products and Services in any way that is unlawful, or harms the Company or any other person or entity as determined by the Company.
- iii. No User shall be permitted to perform any of the following prohibited activities while availing our Services:
 - a. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar,

obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- b. Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
- c. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- d. Interfering with any other person's use or enjoyment of the Application/Website/Services;
- e. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
- f. Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
- g. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- h. Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Application/services, interests or rights of other users or limit the functionality of any computer

software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;

- i. Access or use the Application/Website/Services/products in any manner that could damage, disable, overburden or impair any of the Application's/Website's servers or the networks connected to any of the servers on which the Application/Website is hosted;
- j. Intentionally or unintentionally interfere with or disrupt the services or violate any applicable laws related to the access to or use of the Application/Website/Services/products, violate any requirements, procedures, policies or regulations of networks connected to the Application/Website/Services/products, or engage in any activity prohibited by these Terms;
- k. Disrupt or interfere with the security of, or otherwise cause harm to, the Application/Website/Services/products, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Application/Website/Services/products or any affiliated or linked sites;
- l. Interfere with, or inhibit any user from using and enjoying access to the Application/Website/ Services/products, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Application/Website/Services/products;
- m. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Application/Website/Services/products, to access, acquire, copy or

monitor any portion of the Application /Website/Services/products, or in any way reproduce or circumvent the navigational structure or presentation of the Application, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Application/Website/Services/products;

- n. Alter or modify any part of the Services;
- o. Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
- p. Violate any of the terms specified under the Terms for the use of the Application /Website/Services/products.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of

merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Educationalary**, its proprietor, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10. ERRORS, ACCURACIES AND OMISSIONS

In the preparation of the Application/Website/Services/products and contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, the Company disclaims any responsibility for any errors and accuracy of the information that may be contained in the Application. Any feedback from User is most welcome to make the Application and contents thereof error free and user friendly. Company also reserves the right and discretion to make any changes/corrections or

withdraw/add contents at any time without notice. Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on Application/Website/Services/products for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

11. PAYMENT RELATED INFORMATION

There are no fees or charges levied for the use or browsing of the website. However, there may be certain charges levied for using the website or availing certain services of the website. In the event that charges are applicable for your usage or availing services on the website, you shall be notified along with the amount payable by you for such use of website or availing of service. **Educationalary** reserves the right to change the Fee Policy from time to time and the same will be notified on the Website. It shall be your responsibility to check the website for the change in Fee Policy. Your continued usage of the website shall imply your consent to the change in the fee policy and you shall be bound by the same. It shall be your responsibility to provide the correct information such as credit/debit card details, bank account details and/or any other such necessary details required by the Bank Payment Gateway to process your payment for availing services through the website. The information provided by you will not be used or disclosed to any third party except otherwise required by the law to do so. You shall be solely responsible for maintaining the security and confidentiality of the credit/debit card details, bank account details and/or any other necessary details at all times. **Educationalary** disclaims all responsibility for

any claim, loss or damage arising out of your failure to maintain the security and confidentiality of the credit/debit card details, bank account details or any other such necessary details. **Educationalary** shall NOT be liable for any loss or damage, directly or remotely, due to any unauthorized usage of credit/debit card, Bank Account or other information. For your payment on the website, in addition to the terms and conditions under the website, you shall also be governed by the terms, conditions and policies of the respective Bank, Card Issuing Authority and/or other financial institution. Your bank, card issuing authority and/or other financial institution may prescribe a limit on the number of transactions and/or the limit on the amount payable in each transaction. **Educationalary** shall NOT be liable for any loss or damage, directly or remotely, due to the declining of the transaction by your bank, card issuing authority and/or other financial institution. In case of any error that occurs while making payment, kindly contact the respective Bank, Card issuing Authority or Other Financial Institution for the issue to be resolved. **Educationalary** claims no responsibility for such errors in online payments. If, by any chance, you make the payment twice for the same product or service, then send an e-mail to help@educationarytechno.com and our team shall look into the issue. If found that multiple payments have been made, the repetitive payment shall be refunded to your account within 14 working days.

12. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site/app.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

13. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

14. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

15. GOVERNING LAW AND ARBITRATION; NO CLASS ACTION

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India. These Terms and Conditions, its subject matter and the app and your respective rights under these Terms and Conditions, as well as and any claim, cause of action or dispute ("claim") arising out of or related to these Terms and Conditions, shall be governed by and construed under the laws of the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediaries guidelines) Rules, 2011 thereunder, as amended from time to time., excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION, which shall be governed by the Arbitration and Conciliation Act, 1996 rather than in the Courts, except for the app's right to seek injunctive relief as set forth below. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

If there is any dispute about or involving the Services, you agree that the dispute shall be governed by the laws of Indian Courts without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the jurisdiction of India. Either the app or you may demand that any dispute between the app and you about or involving the Services must be settled by arbitration utilizing the dispute resolution procedures provided that the foregoing shall not prevent the app from seeking injunctive relief in a court of competent jurisdiction.

16. INTELLECTUAL PROPERTY

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction, in any manner, is prohibited without obtaining prior authorization from **us** and/or from the third party owners of such content, which forms part of these terms and conditions. All trademarks reproduced in this website which is not the property of, or licensed to **Educationalary** are acknowledged on the website. Unless otherwise provided or any contract to the contrary, **Educationalary** holds all the intellectual property, the proprietary rights and rights and interests in the copyright, related rights, trademark, know-how, goodwill, and any other form of intellectual property right in the services provided by **Educationalary**. Reproduction or duplication, in any manner, is prohibited without obtaining prior authorization from us. Any use of the services provided by us for commercial purpose or any other purpose without prior permission of **Educationalary** shall amount to infringement and attract legal action which shall be dealt with seriously.

17. REPORTING

If you are the legal owner of any intellectual property or any person duly authorized by the owner of intellectual property and if you have sufficient grounds to believe that your intellectual property has been infringed by any of the content on the Website, then kindly send an e- mail in this regard to help@educationarytechno.com mentioning the following details:

- Your Full Name and contact details such as address, phone number, e-mail id, etc.
- Identification and Detailed Description of the intellectual property that has been infringed.

- Details of the proof along with the necessary documents which serve as proof of your claim to the intellectual property of the content in question.
- A Statement by you that you have bonafide reason to believe that the use of content in question in the website is not authorized by you (owner), assignee, licensee or any person authorized by you in this behalf and that it amounts to violation of the intellectual property owned by you in respect of that content.
- A Statement by you undertaking that the information provided by you in your notice claiming the intellectual property is correct, accurate and complete.

18. GENERAL PROVISION

- **Notice:** All notices served by the Company shall be provided via email to Your account or as a general notification on the Application. Any notice to be provided to the Company should be sent to help@educationarytechno.com.
- **Entire Agreement:** The Terms, along with the Privacy Policy, and any other guidelines made applicable to the Application from time to time, constitute the entire agreement between the Company and You with respect to your access to or use of the Application, Website and the Services thereof.
- **Assignment:** You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third parties without the requirement of seeking your consent.
- **Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company of that provision or right.

- **Relationship:** You acknowledge that your participation on the Application, does not make you an employee or agency or partnership or joint venture or franchise of the Company.
- The Company provides these Terms so that you are aware of the terms that apply to your use of the Website/Application and Services. You acknowledge that the Company has given you a reasonable opportunity to review these Terms and that you have agreed to them.
- You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.
- Questions about the Terms of Service should be sent to us at help@educationarytechno.com

19. FEEDBACK:

Any feedback you provide with respect to the Application shall be deemed to be non-confidential. The Application shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Application may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any

compensation or reimbursement of any kind from the Company for the feedback under any circumstances, unless specified.

Under no circumstances shall the Company be held responsible in any manner for any content provided by other users even if such content is offensive, hurtful or offensive. Please exercise caution while accessing the Application.