



## TERMS OF USE

Updated on 04<sup>th</sup> June 2021

CCPL Website is owned and operated by **Cloud Counselage Pvt. Ltd.** (collectively, "CCPL"). CCPL provides IT & Management Services that are accessible at [www.cloudcounselage.com](http://www.cloudcounselage.com) and any other websites through which CCPL makes the Services available (collectively, the "Site"). By using the Site and Application, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application, Services, and all Collective Content and constitute a binding legal agreement between you and CCPL.

In these Terms, "**you**" and "**your**" refer to the individual or entity that uses the Site, Application, or Services. "**We**", "**us**", or "**our**" refer to CCPL. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders, and words in the singular include the plural and vice-versa.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site or Application. Failure to use the Site and Application in accordance with these Terms may subject you to civil and criminal penalties.

THE SITE, APPLICATION, AND SERVICES COMPRISE VARIOUS PROGRAMS, ONLINE SOLUTIONS PROVIDED BY BOTH CCPL AND THIRD PARTY, PROFESSIONAL SERVICES PROVIDED BY CCPL AND THIRD PARTY, INFORMATION, AND ADVICE PROVIDED BY EXPERTS TO THE SEEKERS OR BUYERS. YOU UNDERSTAND AND AGREE THAT CCPL IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN THIRD-PARTY APPLICATIONS AVAILABLE ON THE CCPL WEBSITE. CCPL HAS NO CONTROL OVER THE CONDUCT OF MEMBERS OR OTHER USERS OF THE SITE, APPLICATION, AND SERVICES, OR ANY INFORMATION PROVIDED IN CONNECTION THERETO, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

- Definitions

"Expert" means CCPL employees/ consultants or empanelled advisors who offer information and advice to other Members through CCPL.

"Client" means a person who has purchased any CCPL service/s and/or program/s



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and/or solution/s.

"Services" means various programs/ solutions/ services offered by CCPL for the client.

"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.

"User" means a person who uses consulting services as offered by CCPL either through its Platform or offline.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION, OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

- Eligibility

By checking any acceptance boxes, clicking any acceptance buttons, submitting any text, or content or simply by making any use of the Website and accessing/browsing our Site you:

(i) accept the Terms of Use that appear below and agree to be bound by each of its terms, and

(ii) represent and warrant to CCPL that:

(a) You are at least eighteen (18) years of age, or the required legal age in your jurisdiction, and have the authority to enter into this Agreement;

(b) this Agreement is binding and enforceable against you;

(c) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity; and





(d) You have read and understood CCPL's Website Privacy Policy and incorporated herein by reference (the "Privacy Policy"), and agree to abide by the Privacy Policy. This Agreement between you and CCPL shall come into effect on the date on which you use/browse the Website. If the use of this Website is void where prohibited by applicable law, the right to access the Website will be deemed to be revoked in such jurisdictions ab initio.

- Use of the CCPL Website

You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

- You shall not host, display, upload, modify, publish, transmit, update or share any information or item that:
  - belongs to another person and to which you do not have any right to;
  - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic,
  - pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
  - harms minors in any way;
  - infringes any patent, trademark, copyright, or other proprietary rights;
  - violates any law for the time being in force;
  - deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - impersonates another person;
  - contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
  - shall not be false, inaccurate, or misleading;

- shall not create liability for us or cause us to lose (in whole or part) the services of our ISPs or other suppliers; and
- You enable CCPL to use the information you supply ("**Information**") so that we are not violating any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your Information, in any media now known or not currently known, concerning your Information. CCPL will only use your Information by this Agreement and CCPL's Privacy Policy.
- As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. CCPL has no obligation to monitor the Website, Content, or User Submissions. However, CCPL reserves the right to:
  - (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if CCPL is concerned that you may have violated these Terms of Use), or for no reason at all; and
  - (ii) to remove, suspend or block any User Submissions from the CCPL Website.
- CCPL also reserves the right to access, read, preserve, and disclose any information as CCPL reasonably believes is necessary to:
  - (i) satisfy any applicable law, regulation, legal process, or governmental request;
  - (ii) enforce these Terms of Use, including investigation of potential violations hereof;
  - (iii) detect, prevent, or otherwise address fraud, security, or technical issues;
  - (iv) respond to user support requests; or
  - (v) protect the rights, property, or safety of CCPL, its users, and the public.
- Users shall not use the Website to transmit, distribute, store or destroy material, including without limitation content provided by the Website:
  - in a manner that will infringe the copyright, trademark, trade secret, or other intellectual property rights of others or violate the privacy, publicity, or other personal rights of others, or
  - that harasses or advocates harassment of another person.



- Users shall not use the Website to collect any information about other Users for any purpose other than to solicit applications for project/ assignment listings; or modify, adapt, translate, or reverse engineer any portion of the Website and/or Services.
- Users are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities:
  - (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access;
  - (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
  - (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to Website, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or
  - (iv) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

- Remedies with the CCPL Website

You understand and agree that the Website may review any content or project/ assignment listing and in case the Website finds, in its sole discretion, that the User (including members) violates any terms of this Agreement, CCPL reserves the right to take actions to prevent/control such violation including without limitation, removing the offending communication or content from the Website and/or terminating the Membership of such violators and/or blocking their use of the Website and/or Service.

- The Website shall also be entitled to investigate occurrences that may involve such violations and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.
- To ensure a safe and effective experience for all the Users, the Website reserves the right to limit the amount of data that may be accessed by them in any given time. These limits may be amended at the Website's sole discretion from time to time.

- Grievance Officer





As per Information Technology Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer are as under:

Name – Harshada Topale

Email – welcome@cloudcounselage.com

In the event you wish to make a complaint regarding any violation of the provisions of these Terms of Use, you may send a written complaint to the Grievance Officer, who shall redress the complaint within one (1) month.

- **Ownership**

Any material, content or logos, marks, software on or part of the Website and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to the Company, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.

- **No Liability for Third Party**

If You enter into correspondence or engage in commercial transactions with Experts, Advisors, third parties, or consulting firms in connection with Your use of the Services, such activity would be solely between You and the Experts, Advisors, third parties, or consulting firms. The company, CCPL, the Website shall have no liability, obligation, or responsibility for any such activity agreed upon between the User/ Client and the Experts, Advisors, third parties, or consulting firms. For all our Service models, CCPL's liability shall be based on the written agreement that CCPL has with You. CCPL and website will have no control on such outside and separate engagement entered directly with the Experts or Third-party. CCPL and/ or website will not be held responsible for any loss arising on account of short or non-performance of promises by the Third-Party. Further, CCPL, with or without knowing of such third-party



engagement, will not be responsible to either party in case of any damage or non-performance under such engagement.

CCPL advises the Users/ Clients to take appropriate steps and undertake necessary due diligence before engaging themselves in commercial transactions with Experts, Advisors, third parties, or consulting firms in connection with the direct use of the agreed services of Experts, Advisors, third parties, or consulting firms.

- Disclaimer
  - THE WEBSITE IS ON AN "AS IS" BASIS. THE WEBSITE AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE OPERATION OF THE WEBSITE, PROVISION OF SERVICES OR SOFTWARE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE OR IN ASSOCIATION WITH THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WEBSITE AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE WEBSITE AND ITS LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN THE WEBSITE. THE WEBSITE IS NOT RESPONSIBLE FOR THE CONDUCT, OF ANY USER OF THE WEBSITE. THE WEBSITE DOES NOT WARRANT OR COVENANT THAT THE SERVICES WILL BE AVAILABLE AT ANY TIME OR
  - FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND ACCESS TO THE WEBSITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR THE WEBSITE IS ACCESSED AT YOUR DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM THE WEBSITE, THE WEBSITE, OR



THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

- o ALL THE CONTENTS OF THIS WEBSITE ARE ONLY FOR GENERAL INFORMATION OR USE. THEY DO NOT CONSTITUTE ADVICE AND SHOULD NOT BE RELIED UPON IN MAKING (OR REFRAINING FROM MAKING) ANY DECISION. ANY SPECIFIC ADVICE OR REPLIES TO QUERIES IN ANY PART OF THE WEBSITE IS/ARE THE PERSONAL OPINION OF SUCH EXPERTS/CONSULTANTS/PERSONS AND ARE NOT SUBSCRIBED TO BY THIS WEBSITE. FURTHER, THE WEBSITE DOES NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY OR VALIDITY, OR TRUTH OF THE INFORMATION POSTED ON THE WEBSITE AND THE WEBSITE SHALL NOT BE LIABLE ON THIS ACCOUNT.
- o IN NO EVENT SHALL THE WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES RESULTING FROM:
  - (A) THE USE OR THE INABILITY TO USE THE SERVICES;
  - (B) THE LOSS OF JOB OPPORTUNITY RESULTING FROM ANY INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED, OR ARRANGEMENTS ENTERED INTO THROUGH THE SERVICES;
  - (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA;
  - (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR OPPORTUNITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE.
- o NEITHER SHALL THE WEBSITE BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, THE WEBSITE SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL



REASONS OR FOR ANY REASON BEYOND THE WEBSITE'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

- o THESE LIMITATIONS, DISCLAIMER OF WARRANTIES, AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM
  - (A) BREACH OF CONTRACT,
  - (B) BREACH OF WARRANTY,
  - (C) NEGLIGENCE, OR
  - (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

- Limitation on Liability

The Website shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Website's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. WITHOUT LIMITING THE FOREGOING, THE WEBSITE AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA.

You agree that Our liability or the liability of Our affiliates, directors, officers, employees, agents, and licensors, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Services or the Content and Courseware shall not exceed the fee you paid to us for the particular service 1 month immediately before the action giving rise to liability.

- Indemnity

You agree to indemnify and hold the Website, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim



or demand made by any third party due to or arising out of

- (i) Your access to the Website,
- (ii) Your use of the Services,
- (iii) The violation of these Terms of Use by You, or
- (iv) The infringement by You, or any third party using Your account or User ID or password, of any intellectual property or other rights of any person or entity.

- Privacy

Use of the CCPL Website and/or the Services is also governed by the CCPL Website's Privacy Policy. We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view the protection of users' privacy as a very important community principle. We understand clearly that you and your Personal Information is one of our most important assets. Your Information which is stored and processed by us is protected by physical as well as reasonable technological security measures and procedures. If you object to the Privacy Policy in any way, please do not use the Website.

- Consent.

By using the Service and/or by providing your Information, you consent to the collection and use of the information you disclose on the Service by CCPL as per CCPL's Privacy Policy.

We will be calling you up using a 3rd Party irrespective of your DND status.

- Confidentiality.

- For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information, methods developed for analysis, verification and recruitment, data and know-how relating to the Website or to a party (the "**Disclosing Party**" either the Expert or the Opportunity-Provider) or, which may be supplied to or may otherwise come into the possession of the other (the "**Receiving Party**", herein the User), whether orally or in writing or any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party to be confidential and is not generally available to the public.



- The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information or any part of it and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party.
- Further, no use, reproduction, transformation, or storage of the Confidential Information shall be made by the User without the prior written permission of the Website, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.
- All information and data submitted by the User shall become the property of the Website and all such information shall be disclosed in accordance with the Terms of Use.
- The User has access to only their data and information stored in the database at the Website (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.
- All Confidential Information (including name, e-mail address, etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. The Website shall not be responsible for misuse of any such information, collected by a third party, or any unsolicited messages from such third parties.
- If the User is an unintended recipient and is using or accessing the Website to gain Confidential Information and if such a User has obtained access to the Confidential Information, it shall be a breach of this Agreement. Such unintended recipient shall be under strict obligation to keep the Confidential Information so acquired confidential. The Website in such an event, be entitled to inquire and investigate and seek legal remedy against such unintended recipient including to seek a temporary and permanent injunction.
- Miscellaneous.
  - Governing law and Dispute Resolution - This Agreement and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, India.
  - Assignability - The Website may assign any of its responsibilities/ obligations to any other person without notice to the User, at its sole discretion. However, You shall

not assign, sub-licence, or otherwise transfer any of Your rights under these Terms of Use to any other party, unless written consent is taken from the Website.

- Severability- If any provision of these Terms of Use is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.
  - Waiver - Failure by the Website to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.
  - Force Majeure- The Website is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, pandemic, or other natural disasters), war, invasion, an act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.
- **Links and hyperlinks terms.**
    - The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of the Website and the Website is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Website is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. The Website is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.
    - The Website is not responsible for any errors, omissions, or representations on any Linked Site. The Website does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.
    - You may not mirror or frame the homepage or any other pages of this Website on any other website or webpage.
    - Do not link this Website to other website pages and subpages with spam links/anchor text, which could provide a false impression. This may create misunderstandings for the users.



- Do not use or include copyrighted or registered trademarks, or Intellectual property images, design, or content as a link to the CCPL website.
- Do not link to pages which support racism, terrorism.
- Do not link to pages that provide pornographic content and violate human and animal rights.
- Do not link pages to the content that infringes the intellectual property of any third party, person, or entity.
- Do not link pages to content that violates any legal, regulatory, Governmental, or network operator conditions or codes of practice.

- **PRICING DISCLAIMER**

All prices, products, services, and offers of the CCPL website are subject to change without notice.

While we make sure to provide the most accurate and up-to-date information, in some cases one or more items on our website may be priced incorrectly. This might happen due to human errors, digital images, technical errors, or a mismatch in pricing information received from our suppliers.

CCPL reserves the right to change prices for all our products, offers, or deals. These changes are done due to market conditions, course termination, providers, price changes, errors in advertisements, and other mitigating circumstances. However, the price you paid at the time of purchase still holds for you.

- **Refund Policy**

CCPL refunds the amount received as contract/ enrollment/ service fees or the cost of the program/ product as follows:

- No refund will be applicable once part/ full payment is done except for the cancellation of the program by CCPL as stated below. If CCPL cancels
  - Any consulting contract/s or statement of Work due to unavoidable reasons
  - Any program/ technology before the candidate is inducted and given access to our portal, and the candidate has paid the fees in full or part. In such a case,
    - If the candidate does not accept to enroll in the alternate program/ technology offered, the candidate will get a full refund

- If the candidate chooses to enroll in another program with higher fees, the candidate will have to pay the difference in the fees plus taxes
- If the candidate chooses to enroll for another program with lesser fees than the cancelled program, CCPL will pay the difference in the fees
- No refund will be applicable after the enrolment into the program
- No refunds or credits will be available for participants who fail to attend the program
- All the refunds will be made after deduction of transaction charges and GST paid on the purchase amount
- Refunds: Duplicate payment  
Refunds of the duplicate payment made by the candidate will be processed via the same source (original method of payment) in 10 working days post intimation by the customer.
- How to initiate refund:
  - For Consulting services, the client can reach out to the CCPL Sales Representative/ relationship manager/ account manager to initiate a refund. Alternatively, they can email [consulting@cloudcounselage.com](mailto:consulting@cloudcounselage.com)
  - For Extech services, the client can reach out to the CCPL Representative to initiate a refund. Alternatively, they can email [welcome@cloudcounselage.com](mailto:welcome@cloudcounselage.com)

If we believe that you are abusing our refund policy, it will be our sole discretion to suspend or terminate your account and refuse or restrict any and all current or future use of company products, without any liability to you.

The refund decision is fully on CCPL management and will be taken after looking into the reasons for the refund. In all circumstances, the decision of CCPL management will be final and binding.

- Arbitration.

If any dispute arises between you and CCPL during your use of our Services or thereafter, in connection with the validity, interpretation, implementation, or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole





Arbitrator who shall be an independent and a neutral third party identified by CCPL. The place of arbitration shall be Mumbai, Maharashtra. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

- Entire Agreement

This Agreement, along with the Privacy Policy and any additional guidelines, rules, and/or disclaimers posted on the Website constitutes the entire agreement governing Your use of our Website, Portal, Services, Programs and supersedes any prior agreements, if any, relating to any matter dealt within this Agreement.