

TERMS & CONDITIONS

We know it may be time-saving and perhaps tempting to skip these Terms of Use, but it's crucial to establish what you can expect from Knowledge & innovation in technology and education. as you use our services. These terms of our service govern our relationship with you as you engage, interact and consume our services. For all legal purposes, this is a legally binding agreement between you (the student) and us (the company).

By accessing or using the Site, the Platform, the Application, or any of our Services you agree that you have read and that you understand and agree to be bound by these terms and receive our Services ("Terms of Use" or "Terms"), whether or not you have registered with the Site and/or Application.

If you do not agree to these Terms, then you have no right to access or use the Site, Application, Services, or Collective Content (as defined below). If you are using the Site, Application, or Services then these Terms of Service are binding between you and NxtSync.

Definition

In addition to other words and expressions that may be defined elsewhere in these Terms, unless otherwise stated the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

1. "Courses" means educational courses listed on the Site or Application. Being a marketplace these are offered by third parties.
2. "Course fees" means the amounts that are due and payable by a student for enrollment of the Course.
3. "Collective Content" means Content from a Third Party and of NxtSync
4. "Content" means text, graphics, teaching materials, images, designs, charts, software (excluding the Application), audio, video, information, or other materials.
5. "User " means a person who completes the NxtSync account registration process.
6. "Third Party Content" means all Content that a Third Party posts, publishes, uploads, submits, transmits, or one which includes in their Listing, including but not limited to the Content that is made available through the Site, mobile Application or Services.

7. "Payment Method" means a payment method that you have added to your NxtSync Account, such as a credit card, debit card, or net banking. This can be through a third party
 8. "Student" means a member who enrolls for Courses on Application or Site, in case of minor students the parent or guardian who enrolls their child or ward for the Courses on Application or Site.
 9. "Workshop" means instructor-led programs for a short period of time.
 10. "Tax" or "Taxes" mean any taxes such as goods and services taxes (GST), or other such taxes as setting up by the government the company may be required by law to collect and remit to governmental departments.
1. **ACCOUNTS** You will need an account with us to access our services. Please ensure that your password is safe because all work related to your account is accessed via the login/password. If at all you think there is any suspicious activity on your account, please notify our support team immediately. We assume that all information you have provided at the time of opening your account is accurate and complete. We deem it your responsibility to ensure your information details as available with us are up to date at all times. Please expect to be verified by our support team before an interaction. Please be aware that we shall not be responsible for accounts that have been compromised due to callousness on the part of the student.
 2. **ACCESS RIGHTS AND PRIVILEGES** When a course has been made available online as a student you are advised that it is purely for educational purposes. You (the student) are authorized to use the content but this right is non-transferable and exclusive to the student. You are explicitly prohibited from any further distribution, broadcast, recording, sharing, renting, creating any subset work, transmitting in hard or soft form without the written permission of NxtSync. We hold the authority to withdraw our services should there be a violation of our rights.
 3. **PAYMENTS AND REFUNDS** It is entirely possible that a course may have its own set of terms dealing with refunds, deferrals, credits, or payments.
 - All self-paced programs are non-refundable and non-transferable under any circumstances
 - Once full program fees are paid, it's non-refundable.

- NxtSync does not store any of your card information or such other information restricted by the Reserve Bank of India (RBI) for processing payment.
 - Once full payment is made for any program, there will be no refund issued back.
4. **CHANGE OF COURSE** NxtSync Allows you to change your course to an alternative course only once using the following guidelines. Once the batch is started, the students are not allowed to change the course.
 5. **INFORMATION SECURITY** When users of the Company's service use its products and they trust it with their information; it is the Company's duty to protect that information. We will always be thoughtful of their rights and mindful of our duty to protect them. The Company believes in enhancing the user's experience and to that extent allows the Company to deliver the type of content and product offerings in which its users would be most interested. We make best efforts to take all precautions to protect any personal information that is collected by us

Confidentiality: data and information are protected from unauthorized access

Integrity: Data is intact, complete, and accurate

Availability: IT systems are available when needed

The Company may use the information you have provided about yourself to fulfill requests for our assessment, our products, our services, and/or to respond to inquiries about our service offerings.

The Company securely stores your information and holds it for as long as we need to in order to provide our services and products to you in accordance with (i) applicable law, or (ii) as long as is set out in any relevant contract your firm has with us.

Depending on the country of your residence, you may have rights under your local law in relation to the information we hold about you. You could, therefore,

1. Seek confirmation from us as to whether we process any personal data about you
2. Withdraw your consent at any time.

Since we may collect Personally Identifiable Information, you hereby authorize us to use, process, maintain and store this information for enhancing customer experience and conducting

internal studies to enrich our content. You also authorize us to share such information with our partners and consultants that we may engage in for similar services. Our Website may contain links to other websites of companies that are not under our direct control. These websites may have their own policies regarding privacy and information storage. Please be aware that we have no control of or responsibility for linked websites and provide these links solely for the convenience and information of our visitors. You access such linked Websites shall be at your own risk

6. USER CODE OF CONDUCT All students and instructors are bound by the User Code of Conduct. While using the platform and our services you –

- Not abuse, harass, demean and disrespect other users, students, instructor, and/or other attendees
- Shall maintain an atmosphere of harmony, dignity, and respect
- Shall not post online any content
- Shall notify the instructor with a copy to 'support' about any breach of this Code of Conduct
- You shall not post content that infringes or misappropriates patents, trademarks, trade secrets, right of publicity, or other intellectual property rights of third parties;
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others;
- You shall not post content related to partisan political activities;
- You shall not post content that hurt religious sentiment

7. RIGHTS ON USE OF OUR PROGRAMS The company reserves the right to cancel or reschedule any program at any time. The company also reserves the right to withdraw from any program. Please read the refunds and cancellation section carefully for our obligations and your rights under this. You explicitly agree that the company shall not be liable to you, accountable to you, or to any third party for any such suspension, modification, or discontinuance. You understand and agree that the company shall not be held liable by you in the event of the non-availability of the platform and any of its services.

8. INDEMNIFICATION If any user behaves in a way that gets us in legal or regulatory trouble, we may choose legal recourse against you. You agree to indemnify, defend (if we so deem necessary),

and hold harmless NxtSync our group companies, and their officers, directors, management, vendors, channel partners, suppliers, employees, and agents from any third-party claims, losses, damages demands or expenses (including attorney fees) that are arising from (a) the content you post, present, or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Please be aware that your indemnification obligation will survive the termination of these Terms and your use of the Services.

- 9. DISCLAIMERS WE WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.**
- 10. BINDING AGREEMENT** You explicitly agree that the moment you create an account you are agreeing to enter into a legally binding contract with the company. If you do not agree to our terms please close your account, do not register, or otherwise use our services.
- 11. UPDATING THESE TERMS** From time to time, we may update these Terms to clarify our existing practices or to reflect new or different practices or when we add new features, and we reserve the right to modify and/or make changes to these Terms at any time. If we make any material change to our known methods of delivering these services, we will notify you using prominent means, for instance by email (using the email that has been specified in your account or by posting a notice through our Services). All such modifications/updates will become effective on the day they are posted unless stated otherwise. Your continued use of our Services after changes become effective shall also mean that you accept those changes and revisions to the terms of use. Any revised Terms shall supersede all previous Terms.
- 12. OWNERSHIP OF RIGHTS** All rights, including copyright, in this Website are owned by or licensed to us. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for your own personal non-commercial use is prohibited without our permission. You are prohibited from modifying, copying, distributing, transmitting, displaying, printing, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Website for commercial or public purposes. You may not modify, distribute or re-post something on this Website for any purpose. You acknowledge that you do not acquire any ownership rights by downloading

copyrighted material. Trademarks that are located within or on our Website or a website otherwise owned or operated in conjunction with – NxtSync shall not be deemed to be in the public domain but rather the exclusive property of NxtSync unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of NxtSync unless otherwise stated. If you come across any abuse or violation of these Terms, please report to hr_placements@nxtsync.in

13. **CONSENT TO THIS POLICY** The Terms of Use Agreement is incorporated herein by reference in its entirety.