

TERMS OF USE

Introduction:

This is a legal and binding agreement between you, the user (referred to as “user” or “you”) of the Programs, as defined below, and Protrainy Skilled learning Pvt. Ltd. hereinafter referred to as "Protrainy," "us," "we," or "our" or “the Company” stating the terms that govern your use of the Platform, as defined below. The website **protrainy.com** and mobile apps (collectively referred to as the “Platform”) and the information, services and other materials contained therein are provided and operated by Protrainy. Protrainy aims to enhance the employability parameters of civil engineering students to make them industry ready and provide a platform to students for their professional development. It provides designs, develops and conducts Industry Ready Assessments, Masterclasses and sessions for civil engineering students. Protrainy offers curated and specially designed online, offline, short term, long term courses and industry-relevant certification programs and career assistance services. (Collectively referred to as the “Programs”).

Please review our Terms of Use, Privacy Policy and other policies available on the Platform (collectively referred to as the “Terms”) that govern the use of the Platform and Programs. By accepting these Terms in any manner or accessing the website, you consent, agree, and undertake to abide, be bound by and adhere to the Terms and if you do not agree to these Terms, you are not entitled to avail of/use the Programs and any use thereafter shall be unauthorised.

Each Program may have a separate set of terms dealing with refunds, deferrals, payments, etc. governing such Programs.

These Terms shall apply to Protrainy hosted mobile apps, WhatsApp groups, Facebook groups, Instagram pages, Facebook pages, email/SMS/phone communications and

other social media forums hosted by Protrainy, which shall be deemed to be part of the 'Platform' by reference. You acknowledge that certain parts of the Platform, as mentioned above, are provided by third-party service providers, and you agree to abide by their terms and conditions. Protrainy shall not be responsible for any disruption of services caused by such third-party service providers.

We may change these Terms from time to time without prior notice. You should review this page regularly. Your continued use of the Platform and Programs after changes have been made will be taken to indicate that you have read and accepted those changes. You must refrain from using the Platform or Programs if you are not satisfied with any changes to these Terms.

Protrainy makes no representations that the Platform operates (or is legally permitted to operate) in all geographic areas, or that the Platform, or information, services or products offered through the Platform are appropriate or available for use in other locations. Accessing the Platform from territories where the Platform, or any content or functionality of the Platform or its portions thereof is illegal, is expressly prohibited. If you choose to access the Platform, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

User Accounts, User Registration and Delivery of Services

In order to participate in most Platform activities and to apply for a Program, you will need to register for a personal account ("User Account") by undergoing a two-step verification process to verify your login credentials such as your phone number, by way of a one-time password which will be sent to your phone number simultaneously and/or by providing an email address and a password that is unique.

Upon payment of the Program fees – in part or whole, depending on the Program – Protrainy shall deliver the terms of use of the Program and grant you access to the Program. The invoice may be provided to you along with the email confirmation or within two (2) months thereafter. This shall be a proof of delivery against the successful payment of fees.

Owing to certain exceptional circumstances, if Protrainy has granted you access to a Program pending payment, and Protrainy does not receive payments within the stipulated time periods, Protrainy may, at its own discretion, withdraw your access to the Program without giving any prior notice.

You agree that you will never divulge or share access to your User Account with any third party for any reason. You also agree that you will create, use and/or access only one User Account, and that you will not use any User Account other than your own.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and email address. Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate, current and complete and that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Platform and your enrolment into a Program, to the extent applicable.

In addition to the registration process, as part of your use of the Platform or participation in the Programs, we may obtain certain information about you and your performance in the Programs. Some of this information may be Personally Identifiable Information. We may use, maintain, and store this information to provide certain services to you now and in the future, and may share such information with our Educational Partners or third

parties in conjunction with such services or for the purpose of marketing. For example, as further detailed in our Privacy Policy, we may share certain materials or information about you with third parties, including your grades/scores in our classes. Access to the Programs is restricted to attendees or learners who have specifically been granted access by Protrainy.

By registering your User Account, you agree that:

- you are registered for the Program only once and will not set up multiple User Accounts; and
- you will abide by these Terms and any terms specific to the Program.

Additional requirements apply to Students/learners. As a learner, in addition to the points above, you agree that you are registering with the intent to complete the assignments, if any, that are relevant and applicable to the Platform or Programs into which you have enrolled.

Payment Terms and Refund Policy

Unless otherwise expressly agreed in writing by Protrainy, full payment for participation in a Program is required at the time of registration. Protrainy does not abide by refund policy and does not offer a refund for any kind of courses and programs.

It is the sole responsibility of the user enrolling into a Program to check the accuracy of, and evaluate the suitability and relevance of, the Program elected. The enrollment into a Program is non-transferable. To gain clarity of the program before enrolling, the user can avail content posted by Protrainy on Youtube.

To make payment for any Program or to purchase any services or products offered by Protrainy through the Platform, you must have internet access and a current valid

accepted payment method as indicated during sign-up ("Payment Method"). Protrainy does not store any of your credit card information or such other information restricted by the Reserve Bank of India (RBI) for processing payment and has partnered with payment gateways for the payment towards the services. By using a third-party payment provider, you agree to abide by the terms of such a payment provider. You agree that in case Protrainy's third-party payment provider stores any such information, Protrainy will not be responsible for such storage, and it will be solely at your discretion to allow the third party to store such information. Any loss of such information or any loss incurred by you due to the usage of such information will be solely a loss incurred by you, and Protrainy is in no way liable for any such losses and is neither responsible to reimburse / make good such losses in any manner whatsoever. You also agree to pay the applicable fees for the payments made through the Platform.

Protrainy or its representatives will not ask for OTP or other authentication related information for any purpose, and we urge you to be cautious while making payments and during financial transactions.

Failure to pay the applicable Program fee may result in withdrawal of your access to a Program. Protrainy supports only those payment methods, currencies or locations for payment which are relevant and abide by the law. All applicable taxes are calculated based on the billing information you provide to us at the time of enrollment/purchase.

You may cancel your enrollment at any time. No refund policy is available in case of cancellation but the user is eligible to transfer the course if the user wishes to. The course shall be of same price. The transfer must be done within five (5) days of payment. If the second (replacement/other) course is higher, then the user must pay the additional amount. In case the second/other/replacement course is of a lesser price, then no refund will be paid to the user by the company.

Use of Programs

Protrainy reserves the right to cancel or reschedule any Program (online/offline/short term/long term) or live lectures/webinars, or to alter, modify or rearrange the schedule of topics, as well as the point value or weight of assignments, tests, quizzes, exams, projects and other such evaluations of progress. You also understand that Protrainy, at its sole discretion, may limit, suspend, or terminate your use of the Platform or Programs and/or all Protrainy-provided services related to the Programs, such as access to Protrainy coaches or support services, evaluation services, or certifications. You also understand that Protrainy may modify or discontinue all services related to its Programs at its sole discretion. You agree that Protrainy shall not be liable to you or to any third party for any such modification, suspension or discontinuance. Nothing in these Terms shall be construed to obligate Protrainy to maintain and support the Platform or Programs or any part or portion thereof or any associated services.

You agree that Protrainy shall be under no liability whatsoever to you in the event of non-availability of the Platform or any portion thereof occasioned by Act of God, war, disease, revolution, epidemic, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster or any other cause whatsoever beyond the control of Protrainy.

Participants of Protrainy online live lectures and webinars shall be provided access to such classes via email. You agree not to share such access with any third party. If you are unable to attend an online live lecture/webinar, please provide Protrainy with prior intimation regarding this.

You shall be exclusively responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, receive or use the Platform, including, without limitation, hardware devices, software, and other internet, wireless, broadband,

phone and/or other mobile communication device connection services. You shall be exclusively responsible for ensuring that such equipment or ancillary services are compatible with the Platform, and you shall be responsible for all charges incurred in connection with the use of the Platform and Program in connection with all such equipment and ancillary services.

Usage of softwares is onus of users and Protrainy shall not be responsible for the same.

Use of Offline Programs

1) Health and safety terms: Protrainy shall not responsible for the health and safety of students/ users during the offline programs and site visits.

2) If any damage is caused to the offline centre and the infrastructure of the offline centre and its premises, then the student will be held liable for the same. Legal action shall be taken against such student resulting in fine and other consequences.

Educational Partners and Accreditation

Protrainy is NOT a university, but an education service provider, offering Programs in consultation with market needs, educational institutions, governmental authorities, corporates, etc. (each an "Educational Partner").

Admission to the degree/diploma programs of an Educational Partner is separate from being accepted into and/or taking one or more Programs. You agree and acknowledge that nothing in these Terms or otherwise with respect to the use of the Platform or any Program (a) enrolls or registers you in an Educational Partner, or any other school, division, institute or program of or associated with an Educational Partner, and (b) allows you to access or use the resources or receive any benefits or privileges of any Educational Partner, beyond the Programs.

Protrainy may offer a credential or other acknowledgement for participants who have satisfactorily demonstrated mastery of the Program material. The decision to award any such credential acknowledgement to a given participant will be solely at the discretion of Protrainy. Protrainy may choose not to offer any credential or other acknowledgement for some Programs. Protrainy may decide at its sole discretion whether to provide a record concerning a participant's performance in a Program. The format of any credential or other acknowledgement, and of any performance, provided by Protrainy relating to Programs will be determined by Protrainy at its sole discretion and may vary from Program to Program.

You will be awarded a certificate of successful completion of a Program ("Program Certificate") only upon fulfilling the criteria and requirements of Protrainy and its Educational Partners. You acknowledge that any such Program Certificate awarded may not be affiliated to any Educational Partner and may not stand in the place of a course taken with an Educational Partner or convey academic credit or certification for any Educational Partner.

You will not receive academic credit from Protrainy or any other Educational Partner for taking a Program. If you are taking a Program for academic credit or certification as a student of, or otherwise through, an Educational Partner, any such credit or certification may only be awarded directly by the Educational Partner based on its own policies and procedures, and you may be required by that Educational Partner to be registered or enrolled with the Educational Partner in order to receive credit or certification; and, in any event, Protrainy will not have any authority or responsibility with respect to any award of academic credit or certification provided by an Educational Partner for a Program.

You acknowledge and agree that any Program affiliated with an Educational Partner may be subject to the terms, policies and procedures of the applicable Educational

Partner in addition to Protrainy's Terms. Without limiting the foregoing, if you are a student registered or enrolled at, or are otherwise attending, an Educational Partner and are taking a Program for credit or certification through that Educational Partner, you acknowledge and agree that (a) the Educational Partner may have its own terms, policies or procedures regarding your eligibility to participate in the Program, your participation in the Program, the requirements or prerequisites for receiving credit or certification for the Program, and/or your educational or student records as they may relate to your participation and performance in the Program, and (b) your educational or student records are maintained by the Educational Partner, including for purposes of assigning credit or certification, and not Protrainy.

Protrainy's Intellectual Property Rights

"Content" means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials.

The Platform, Programs and related services are owned and operated by Protrainy and its licensors. All Content or other material available on the Platform or through the Programs, including but not limited to online/live lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files, Industry Ready Assessments, Masterclasses and sessions (collectively "Protrainy Content"), are the property of Protrainy and/or its affiliates or licensors, and are protected by copyright, patent and/or other proprietary intellectual property rights under Indian laws. All software used on the Platform is the property of Protrainy and is protected by Indian copyright laws.

Protrainy logos, trademarks and service marks that may appear on the Platform and in the Program (“Protrainy Marks”) are the property of Protrainy and are protected under Indian laws. All other trademarks, service marks and logos used on the Platforms, Online Courses or Programs, with or without attribution, are the trademarks, service marks or logos of their respective owners. In addition, elements of the Platforms are protected by trade dress and other Indian and intellectual property laws and may not be copied, reproduced, downloaded or distributed in any way in whole or in part without the express written consent of Protrainy.

As a condition of accessing the Platforms and/or using the Programs, you agree not to

(a) reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose any Protrainy Content or any portion of it thereof, other than as expressly allowed under these Terms; and

(b) use the Protrainy Marks or the name, trademarks, service marks, or other materials of any Educational Partner in connection with, or to transmit, any unsolicited communications or emails or for any other unauthorised purpose.

Please verify all Content prior to use. In the event you come across any Content that is incorrect, infringing, offensive, indecent or objectionable, please notify us immediately at the address mentioned at the bottom of this page.

Additionally, from time to time Protrainy (or its third-party service providers, on behalf of Protrainy) may request users to review Protrainy Content or beta-test the Platform. The works derived from such activity shall remain the sole and exclusive property of or its third-party service providers, as applicable.

Third-Party Intellectual Property

Protrainy respects third-party intellectual property rights and actively supports protection of all third-party intellectual property including copyrights and trademarks (“IP”). It is our policy to expeditiously respond to clear notices of alleged IP infringement. If we receive proper notification of IP infringement, our response to such notices will include removing or disabling access to material claimed to be the subject of infringing activity.

Protrainy shall not be held liable for the unauthorised use of any third-party IP, and the user that carries out such unauthorised use or infringes any IP available on the Platform shall fully indemnify and hold Protrainy harmless against any and all claims that may arise as a result of such use.

If you believe that your product or other work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- an electronic or physical signature of the person authorised to act on behalf of the owner of the product, copyright or other intellectual property interest;
- a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;
- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Platform/Program;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorised by the owner of the product, work, copyright or intellectual property, or its agent, or applicable law; and
- a statement by you, made under the penalty of perjury, that the aforementioned information in your notice is accurate and that you are the

product, work, copyright or intellectual property owner or authorised to act on such owner's behalf.

For notices of disputes or claims of copyright or other intellectual property infringement, please connect with us at the address provided at the bottom of this page.

User Conduct Policy

Whether you have enrolled in a Program or are simply browsing the Platform, once you have accessed the Platform or Programs, you shall be considered a 'user' for the purpose of these Terms. You are responsible for all your activities in connection with the use of the Platform and Programs. You hereby agree to fully comply with all applicable local, provincial, state, national and laws, treaties, and regulations in connection with such use. You shall not resort to any unethical practices while using the Platform.

Without limitation, you will not post or transmit, or cause to be posted or transmitted, any communication or solicitation or other "phishing", "pharming" or "whaling" message designed or intended to obtain password, account, personal information, financial information, confidential information or private information from any user of the Platform or any other third party whatsoever. However, if any such event does take place, Protrainy shall not be liable for any loss of data or if the user's device, computer system or any other property is compromised in any manner.

You acknowledge and agree that Protrainy has the right to report any and all such suspicious or illegal activity to the appropriate legal or police authorities without notice to you.

During your use of the Platform and Programs, you will:

- not harass other users, students, attendees, support agents or visitors, experts, trainers
- not create an atmosphere of disharmony, hostility within student groups;
- not cheat on any homework assignment or exams for the Program;
- not post online any secured testing materials;
- not share solutions to homework assignments or exams; and
- notify the instructors immediately if you become aware of any other user cheating or breaching these Terms and comply with the requirements of the specific applicable code of conduct, if any, relating directly to a Program into which such user is enrolled.

Protrainy is an intermediary with respect to User Content (defined under 'User Content') and any other post or comment or other information uploaded, published, transmitted or updated by you in accordance with Information Technology (Intermediary Guidelines

and Digital Media Ethics Code) Rules 2021 and the laws of any other jurisdiction where Protrainy would qualify as an intermediary. In furtherance of the same, You should not host, display, upload, modify, publish, transmit, store, update or share any information that:

belongs to another person and to which the user does not have any right;

is defamatory, libellous, fraudulent, threatening, obscene, indecent, profane, pornographic, paedophilic, invasive of another's privacy including bodily privacy, discriminating, harmful, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;

is harmful to child;

infringes any patent, trademark, copyright or other proprietary rights;

violates any law for the time being in force;

deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;

impersonates another person;

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 cognisable offence or prevents investigation of any offence or is insulting other nation;

contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

content that discusses illegal activities, with the intent to commit them;

content that you do not have the right to disclose;

advertising or any form of commercial solicitation;

content related to partisan political activities;

content that contains intentionally inaccurate information or that is posted with the intent of misleading others;

including but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;

content that consists of any high volume, automated, or electronic means to access the Platform (including without limitation robots, spiders or scripts);

Content that violates the rights of other users of the Platform; or

content that violates any applicable local, state, national or international law or otherwise advocates or encourages any illegal activity.

User Content

The Platform may allow you to upload forum posts, chat with other users and Protrainy's counsellors, user discussions, profile pages, and other content and media for social interaction, or certain information and materials for use with the Programs, e.g., questions, hypotheticals, examples, assignments, industry projects, etc. (collectively "User Content"). Protrainy does not claim ownership of any User Content you may submit or make available for inclusion on the Platform or Programs. Accordingly, subject to the licence granted to Protrainy above, the user will be the sole and exclusive owner of any and all rights, title and interest in and to the User Content.

With respect to any User Content you submit via the Platform or Programs or that is otherwise made available to Protrainy, you hereby grant Protrainy an irrevocable, worldwide, perpetual, royalty-free and non-exclusive licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Platforms or in the Programs or otherwise exploit the User Content, with the right to sublicense such rights (to multiple tiers), for any purpose (including for any commercial purpose). Protrainy reserves the right to remove any User Content at any time and for any reason.

To the extent that you provide any User Content, you represent and warrant that (a) you have all necessary rights, licences and/or clearances to provide such User Content and permit Protrainy to use such User Content as provided above, (b) such User Content is accurate and reasonably complete, (c) as between you and Protrainy, you shall be responsible for the payment of any third-party fees related to the provision and use of such User Content, and (d) such User Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation or unfair business practices.

Protrainy does not control the User Content posted through the Platform, including any messages, reviews or comments, and does not guarantee the accuracy, integrity or quality of such User Content. Under no circumstances will Protrainy be liable in any way for any User Content, including any errors or omissions, or any loss or damage or defamation of any kind incurred as a result of your posting or use of any User Content. You are responsible for complying with all the laws applicable to the User Content.

Platform Security

You are prohibited from violating or attempting to violate the security of the Platform or any other associate Platform of Protrainy, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account that the user is not authorised to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited emails, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Protrainy will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on the Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Platform other than the search engine and search agents available from Protrainy on the Platform and other than generally available third-party web browsers (e.g., Google Chrome or Microsoft Explorer).

Protrainy strives to ensure the security of its users and has implemented measures to protect the security of user accounts and related information. However, we cannot guarantee that unauthorised third parties will not be able to breach our security measures.

Disclaimer

The Platform and/or Programs may contain typographical errors or inaccuracies and may not be complete or current. Protrainy, therefore, reserves the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update information at any time without prior notice.

The Platform, Programs, and any information or Protrainy Content are provided on an "as is" and "as available" basis with all faults.

Protrainy makes no representations or warranties of any kind, whether expressed or implied, with respect to Protrainy Content or services available on or through this Platform and Programs, including, but not limited to, the implied warranties of

merchantability, fitness for a particular purpose, and non-infringement. Protrainy makes no warranty that the services will meet the user's requirements or that the services will be uninterrupted, timely, secure, or error free; nor does Protrainy make any warranty as to the results that may be obtained from the use of the services, or as to the accuracy or reliability of any information obtained through the services, or that any defects in the software will be corrected.

The user understands and agrees that the Protrainy Content and all other information, data, or other material downloaded or otherwise obtained through or from the Platform or Programs is obtained at the user's own discretion and risk, and that the user will be solely responsible for any damage to the user, the user's computer system, electronic device or any loss of data that results from the download of such material or data.

In the event you find any information provided on the Platform or Programs incorrect or obscene, or if you are the owner of any information or content and wish that such information or content is not displayed on the Platform or Programs, kindly notify us at the address provided at the bottom of the page.

Testimonials, reviews and success stories including but not limited to regarding hike in salary, promotions, etc. appearing on the Platform are individual experiences, reflecting real life experiences of those that have used our products and/or services in some way or another. However, they are individual results and results may vary. We do not claim that they are typical results that consumers will generally achieve. The testimonials are not necessarily representative of all of those who will use our products and/or services.

The testimonials, reviews and success stories presented on the Platform are applicable to the individuals writing them and may not be indicative of future performance or success of any other individuals. Protrainy cannot and does not guarantee results.

There might be trademarks, logos and brand names of other companies including EPs featured or referred to on the website ("Third Party IP"). Use of these names, trademarks and brands or Third Party IP does not imply endorsement. These are the property of their respective trademark holders.

You may not use any of these Third Party IP, or any variations thereof, without the owner's prior written consent. You may not use any of these Third Party IP or any variations thereof, for promotional purposes, or in any way that deliberately or inadvertently claims, suggests or, in the owner's sole judgment, gives the appearance or impression of a relationship with or endorsement by the owner.

Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Third Party IP displayed on the Platform without the written permission of the owner of the applicable Third Party IP.

Program Related Disclaimers

Protrainy does not grant credit. Credits are granted, accepted or transferred at the sole discretion of the relevant educational institution offering the program.

Protrainy does not make any representations regarding the recognition or equivalence of the credits or credentials awarded, except as provided in the offer letter issued to you. We advise you to enquire further regarding the suitability of a particular program offered on the Platform for your academic and professional requirements before enrolling.

If you intend to pursue a doctorate degree upon completion of a program or apply for employment which requires specific credits or credentials, we advise you to enquire further regarding the suitability of the particular program for your academic and/or professional requirements before enrolling.

Limitation of Liability

Neither Protrainy nor any of its Educational Partners, affiliates, employees, directors, officers, agents, vendors or supplier shall be liable to you or any other person, whether in Tort, Contract, Strict Liability or otherwise, for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use or inability to use this Platform or Programs, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of search results, or computer / electronic device failure, virus or malfunction. In no event will Protrainy be liable for any damages and in the case of enrolled students, the fees paid by you in connection with your enrollment into a Program.

Site Linking

The Platform may contain links to pages on other websites ("Linked Sites"), and those Linked Sites may contain Content or offer products and/or services for sale. Protrainy does not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that (a) we have no responsibility for the accuracy or availability of information provided by Linked Sites; (b) we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising, or other materials presented on such Linked

Sites; and (c) you agree to the terms and conditions of the Linked Sites. We may remove any Linked Sites from the Platform at any time with or without reason.

PROTRAINY 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.

We appreciate that Linked Sites may contain material on which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have provided links to any Linked Site does not create or imply any relationship or partnership with the operator of such Linked Site.

You may not establish a link to this Platform from any other website, application, intranet or extranet site without our prior written consent. If you wish to create links, you may contact us before doing so. In establishing links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of Protrainy, including its Educational Partners, respective employees, agents, directors, officers or shareholders.

The Platform uses YouTube services to play YouTube videos. When you visit the Platform and play videos from YouTube, your use of the Platform means that you agree to be bound by YouTube's Terms of Service, which is available at <https://www.youtube.com/t/terms>.

We take no responsibility for the content or practices of any third-party services in the Linked Sites.

We encourage you to carefully review the terms of services/use of any third-party services or Linked Sites you access.

Indemnity

You agree to indemnify and hold Protrainy and its Educational Partners harmless from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of the Platforms or Programs in violation of the Terms; (b) your violation of any law or

rights of any third party; or (c) information or Content that you or others post or otherwise make available on the Platform or through any Program, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Termination of Rights

You agree that Protrainy, in its sole discretion, may deactivate your account or otherwise terminate your use of the Platform or enrolment to a Program with or without reason, including, without limitation, if Protrainy believes that you have (a) breached the Terms; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorised Content on the Platform; or (d) violated or acted inconsistently with the letter or spirit of these Terms or any other applicable code of conduct. You agree that any deactivation or termination of your access to the Platforms or Programs may be effected without prior notice to you and that Protrainy shall not be liable to you nor any third party for any termination of your account or enrolment into a Program. You also acknowledge that Protrainy may retain and store your information on Protrainy's systems notwithstanding any termination of your account or enrollment into the Programs.

Miscellaneous Provisions

By accepting the Terms through your use of the Platform, you certify that you are 18 years of age or older. If you are under the age of 18 or under the legal age in your jurisdiction to enter into a binding contract, you may use the Platform only under the supervision of a parent or legal guardian who agrees to be bound by the Terms. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child below 18, be advised that you are fully responsible for his/her use of the Platform, including all financial charges and legal liability that he/she may incur. By using the Platform, you represent and warrant that you have the right, authority, and capacity to enter into the Terms and to abide by all of the terms and conditions set forth herein. The Programs are not for the use of individuals under the age of 18 years.

Protrainy may freely transfer or assign any portion of its rights or delegate its obligations under these Terms or any Program specific terms. You shall not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under these Terms or any Program-specific terms without the prior written consent of Protrainy.

These Terms or any Program-specific terms shared with you shall be governed by, construed and enforced in accordance with the laws in India, as these are applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any legal lawsuit or other action brought by Protrainy, you or any third party to enforce these Terms or any Program-specific terms shared with you, or in connection with any matters related to the Platform or Programs, shall be subject only to the jurisdiction of the courts of Bhubaneswar. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the Terms or any Program-specific terms shared with you, including any question regarding its existence, validity or termination, shall be referred to arbitration under the Arbitration and Conciliation Act, 1956, as amended ("Act") before a sole arbitrator to be appointed by Protrainy. The proceedings shall be conducted in English and the seat for arbitration shall be Protrainy.

If any provision of the Terms or any Program-specific terms shared with you is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. Protrainy shall have no liability under these Terms or any Program-specific terms shared with you, to the extent arising from any failure of Protrainy to perform any of its obligations under these Terms or any Program-specific terms shared with you, due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labour disputes or any other event not within Protrainy's reasonable control. Protrainy shall not be responsible for damage or other problems caused by any unauthorised change to these Terms made by way of hacking or cracking this page.

The failure of Protrainy to exercise or enforce any right or provision of the Terms or any Program-specific terms shared with you, shall not constitute a waiver of such right or provision. If any provision of the Terms or any Program-specific terms shared with you is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, to the extent that may lawfully be done, and the other provisions of these Terms or any Program-specific terms shared with you, shall remain in full force and effect.

These Terms or any Program-specific terms shared with you constitute the entire agreement between you and Protrainy relating to the matters set forth herein, and shall

not be modified except in writing, as posted on the Platforms by Protrainy or through a specific writing between you and Protrainy.

Protrainy may freely transfer or assign any portion of its rights or delegate its obligations under the Terms or any Program-specific terms shared with you. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Terms or any Program-specific terms shared with you, without the prior written consent of Protrainy, and any such attempted transfer or assignment shall be void and of no effect.

In the event if you feel that your concern has not been resolved to your satisfaction, you may contact our grievance officer, who shall endeavour to redress the concern within 30 working days from the date of escalation. You are advised to escalate to the grievance officer only when you have already raised your complaint which has not been resolved to their satisfaction, or their concern has not been resolved within 30 working days from the date of ticket generation.

In compliance of the Information Technology Act, 2000 and rules made thereunder and also in compliance of the Consumer Protection (E-Commerce) Rules, 2020 the name and contact details of the Grievance Officer are herein as under:

Grievance Officer: _____

To raise any grievance with us, please click on the following link: [Grievance Redressal Form](#)

Or

Write to _____

Or

Contact us at _____

Any notice or communication that may be required to be given to Protrainy under these Terms or any Program-specific terms shared with you may be sent by writing or emailing to the following addresses:
