Germany Ausbildung · Services Agreement

Terms & Conditions · Germany Ausbildung End-to-End Package

Vasudhaiva Kutumbakam Group Private Limited, a company incorporated under the Companies Act, 2013, with its registered office at 2nd and 3rd floor, 1C, Windsor Grand, Sector 126, Noida, Gautambuddha Nagar -210301, India

PLEASE READ THESE TERMS OF AUSBILDUNG SERVICES AGREEMENT CAREFULLY. BY USING, REGISTERING, ACCESSING, BROWSING THIS WEBSITE OR PURCHASING AUSBILDUNG SERVICES FROM THIS WEBSITE THE CUSTOMER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The terms and conditions of the Ausbildung Services Agreement ("**Agreement**") govern the Customer's use of this website https://leverageedu.com/ ("**Website**"), offer of Ausbildung Services by Vasudhaiva Kutumbakam Group Private Limited, a company incorporated under the Companies Act, 2013, with its registered office at 2nd and 3rd floor, 1C, Windsor Grand, Sector 126, Noida, Gautambuddha Nagar - 210301 India, ("**Company**") or its Affiliate for purchase on this Website, or the purchase of services on this Website by the Customer. Ausbildung Services/Website may include links to third-party websites or services for payment of money and for other ancillary services universities, language institutes, testing bodies, VFS and similar providers and shall include a Third-Party Accommodation Partner ("**Third-Party Service Providers**"). The Company does not endorse, control, supervise or guarantee any Third-Party Service Providers, and shall not be liable or responsible in any manner whatsoever for the accuracy, completeness or reliability of any information provided by any Third-Party Service Provider, for the quality or performance of their services or actions, or for any actual or alleged act, omission, breach, negligence or misrepresentation on the part of any Third-Party Service Provider. Any engagement with a Third-Party Service Provider, including access to or use of their website or services, is undertaken by the Customer entirely at the Customer's own risk and discretion, and the Customer shall be solely responsible for reviewing and complying with the terms, conditions, policies and privacy practices of such Third-Party Service Provider. The Company disclaims all liability arising out of or in connection with any dealings between the Customer and any Third-Party Service Provider. This Agreement is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. If the Customer wishes to print this Agreement, please click the print button on the browser toolbar and save the PDF version of this Agreement.

1. Definitions

Unless the context otherwise requires or unless otherwise defined herein, the following words and expressions shall have the following meanings:

1.1 "**Applicable Laws**" or "**Law**" means, as amended from time to time, all laws, treaties, ordinances, rules, regulations and orders having force of law, and any authoritative

interpretation of such laws, treaties, ordinances, rules, regulations and orders issued by a competent court, arbitral tribunal or other governmental agency that directly or indirectly apply to the Ausbildung Services, or as may be applicable to either Customer or Company or in relation to the subject matter of this Agreement.

1.2 "**Affiliate**" of a person (the "**Subject Person**") shall mean (i) in the case of any Subject Person other than a natural person, any other person that, either directly or indirectly through one or more intermediate persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural person, shall mean and include a Relative of such Subject Person or a person that, either directly or indirectly through one or more intermediate persons, is Controlled by such Subject Person.

1.3 "**Arbitration Act**" shall have the meaning ascribed to it in the Clause 17.4(i) (Dispute Resolution).

1.4 **"Bundle"** means a group of individual services forming part of the Ausbildung Services, which are combined and offered together as a single group of services. The specific services comprising each Bundle, and the applicable fees for each Bundle, shall be as communicated by the Company to the Customer from time to time.

1.5 "**Change(s)**" shall have the meaning ascribed to it in the Clause 17.1 (Modification).

1.6 "**Confidential Information**" shall mean: (i) technical information and materials, including computer programs, software, databases, data products, methods, know-how, technological data, processes and discoveries; (ii) financial information, business plans and proposals, trade secrets, intellectual property, customer contract terms, pricing and bidding methodologies, sales data, customer/supplier/vendor/business-partner lists, contact information and preferences; (iii) information relating to future plans, pending projects and proposals; (iv) employee lists, performance and compensation information, recruiting sources, contractor and consulting information and costs; (v) any information that gives the discloser an advantage over competitors by virtue of not being known to them; (vi) any information concerning any dispute or claim arising out of or in connection with this Agreement or its resolution; and (vii) any materials prepared by or for a Party that contain or are generated from Confidential Information.

1.7 "**Control**" (including "Controlled by" or "under common Control with") means (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than half of the directors, partners or other individuals exercising similar authority; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a person.

1.8 "**Customer**" shall mean the person who has registered, accessed, used the Website, or purchased the Ausbildung Services from the Company by paying Ausbildung Cost.

1.9 "**Dispute**" shall have the meaning ascribed to it in the Clause 17.4(i) (Dispute Resolution).

1.10 "**Force Majeure**" shall have the meaning ascribed to it in the Clause 16 (Force Majeure).

1.11 "**KYC**" means know your customer.

1.12 "**Ausbildung Services**" shall comprise only those services expressly specified in the email/ written communication sent to the Customer at the time of enrolment. For the avoidance of doubt, no services, benefits, facilities or other items not expressly specified in such email/ written communication shall form part of the Ausbildung Services.

1.13 "**Ausbildung Cost**" have the meaning as ascribed to it in Clause 4.24(i).

1.14 "**Materials**" shall have the meaning ascribed to it in the Clause 15.1 (Ownership and Proprietary Rights).

1.15 "**Parties**" shall mean the Customer and the Company.

1.16 "**Relative**" shall have the meaning ascribed to it under Section 2(77) of the Companies Act, 2013.

1.17 "**Service Agreement**" shall have the meaning ascribed to it in the Clause 2.1(ix) of this Agreement.

1.18 "**Third-Party Accommodation Partner**" shall mean the third-party accommodation service provider with whom the Company has entered into an arrangement on a principal-to-principal basis for referring the Customers for the purpose of their residence while pursuing their studies in higher education institutions abroad.

1.19 "**Working Days**" means a day (other than a Saturday or Sunday) on which scheduled commercial banks are open for business in Noida, India.

2. Eligibility Criteria and Obligations of the Customer

2.1. The Ausbildung Services are not available to persons under the age of 18 (eighteen) or to anyone previously suspended, removed, restricted or otherwise disqualified from accessing or using Ausbildung Services. The Customer represents, acknowledges and agrees that:

(i) The Customer is at least 18 (eighteen) years of age;

(ii) The Customer has not previously been suspended, removed, restricted or otherwise disqualified from using the Ausbildung Services;

(iii) The Customer is capable of and authorized to enter into a legally binding agreement;

(iv) The Customer is entering into this Agreement voluntarily, of the Customer's own free will, and that the Customer is not subject to any legal disability, contractual obligation, court order, injunction or other restriction, impediment or incapacity of any nature whatsoever that would prevent, restrict or impair the Customer's ability to enter into and perform the Customer's obligations under this Agreement;

(v) The Customer's representatives and agents accessing the Website or availing the Ausbildung Services are duly authorized to legally bind the Customer to these terms of this Agreement;

(vi) All registration information, documents, declarations, representations and other information provided by the Customer to the Company or any Third-Party Service Provider are and shall remain true, complete, accurate, current and not misleading in any material respect, and the

Customer shall promptly notify the Company of any change therein and provide such additional information or documentation as may be required from time to time;

(vii) The Customer is not barred or otherwise legally prohibited from accessing or using the Website or Ausbildung Services under the laws of India, including the Prevention of Money Laundering Act, 2002;

(viii) The Customer agrees to provide KYC and other relevant details and documents to the Company, in electronic and physical form, as may be required by the Company or Third-Party Service Providers, and authorises the Company to use the Customer's KYC and details for Ausbildung Services;

(ix) In the event the Customer avails Ausbildung Services, the Customer may be required to execute an agreement with a Third-Party Service Provider ("**Service Agreement**"), which will be binding on the Customer and the Customer's heirs/executors;

(x) The Company shall not be liable, whether in contract or otherwise, for any act, omission, error, delay, misrepresentation, negligence, default or breach of any Third-Party Service Provider, whether arising out of the Service Agreement or otherwise, and the Customer shall have no claim of any nature whatsoever against the Company in respect thereof, the Customer's sole and exclusive recourse in respect of each such instance shall be against the relevant Third-Party Service Provider;

(xi) The Customer will always comply with the terms and conditions of the Service Agreement;

(xii) The Company is only acting as a facilitator between the Customer and Third-Party Service Providers in connection with the Ausbildung Services, and does not act as an agent, partner, joint venturer, guarantor, insurer or underwriter of, for or on behalf of, any Third-Party Service Provider; nothing in this Agreement or in the conduct of the Parties shall be construed to create any such relationship, and the Company shall have no responsibility or liability whatsoever for the selection, performance, non-performance, solvency, acts or omissions of any Third-Party Service Provider;

(xiii) The Customer acknowledges and understands that any transfer of money outside India is subject to the Applicable Laws, regulations, directions and permissible remittance schemes prescribed by the Reserve Bank of India or any other competent authority from time to time. If any such transaction fails, is rejected, delayed or cannot be completed for any reason, including any restriction, condition or limitation imposed under any permissible remittance scheme, the Company shall not be liable or responsible in any manner whatsoever for such failure, rejection or delay, and the Customer's sole remedy shall be a refund of the relevant amount to the Customer's original source account, subject to and net of any deduction, charge or cost levied by any bank, payment gateway, regulatory authority or Applicable Laws. For the avoidance of doubt, the Company shall bear no liability for any delay, shortfall or non-receipt of such refund where the same arises from Applicable Laws, action or inaction of any bank, payment gateway or regulatory authority, or any factor beyond the Company's reasonable control;

(xiv) The Customer is required to share the Customer's information, directly or indirectly, with Third-Party Service Providers such as accommodation partners. The Customer will be liable for all activities undertaken by the Customer, and the Company will not be liable to the Customer or to any Third-Party Service Provider in any manner whatsoever;

(xv) The Customer represents, warrants and undertakes that all information so provided is true, accurate, complete and not misleading, and the Customer shall be solely and fully responsible and liable for any error, discrepancy, omission, delay, rejection or adverse consequence of any nature whatsoever arising out of or in connection with the veracity of such information, and the Company shall bear no liability whatsoever in respect thereof;

(xvi) If the Customer cancels the Ausbildung Services, the Customer will be bound by the refund terms specified herein. Where the service is taken from a Third-Party Service Provider, the Customer will be bound by that Third-Party Service Provider's terms and the Company shall not be liable to provide or ensure any refund except as provided herein; and

(xvii) By using Ausbildung Services, the Customer agrees to share the Customer's details with any Third-Party Service Provider for the fulfilment of the Ausbildung Services.

2.2. The Customer shall not impersonate any person or entity or misrepresent the Customer's identity, age or affiliation or provide false, misleading, forged, altered or unauthorised information or documents regarding the Customer's identity, age, nationality, affiliation, authority or eligibility in connection with the Ausbildung Services.

2.3. In the event of any violation, the Company may, without prejudice to its other rights and remedies under Applicable Laws, suspend, restrict or permanently terminate the Customer's access to the Website and/or the Ausbildung Services, and the Customer shall indemnify, defend and hold harmless the Company, its Affiliate, officers, employees and agents from and against any losses, claims, liabilities, damages, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with such breach, misrepresentation or misconduct as per Clause 12.1 of this Agreement.

3. Ausbildung Services

This Website offers for sale the following package under the Ausbildung Services ("**Ausbildung Services**"). The applicable cost of each package is set out in Clause 4.24 of this Agreement. By purchasing any of the packages offered under the Ausbildung Services, the Customer agrees to be bound by the terms set forth in this Agreement.

4. Terms and Conditions with respect to Ausbildung Services

4.1. The Ausbildung Services are offered directly by the Company to the Customer and are in no way related to any services offered by any university, college or higher education institute.

4.2. This Agreement shall be effective from the later of (a) the date on which the Company receives the duly signed copy of this Agreement, and (b) the date on which the Company receives the Package Cost in full. The Company shall have no obligation to provide any services until both conditions are satisfied.

4.3. The Company shall be entitled to rely upon all electronic communications, orders or messages sent to it by the Customer and shall not be obligated to verify the identity of the Customer, sender or the integrity of any communication. The Company shall not be responsible for losses sustained through or arising from unauthorised access, compromise, theft, hacking or fraudulent use of the Customer's device, account, credentials or communication channels;

4.4. The package comprises German language training up to B2 level, application assistance and facilitation for Ausbildung placements, and mock-interview coaching to prepare the Customer for official employer interviews. The Company acts solely as a facilitator and coach; final hiring, admission, test results and all related decisions rest exclusively with the relevant Third-Party Service Providers (including employers and test centres).

4.5. The Company provides Ausbildung Services on the best-effort basis, and its role is limited to application preparation and submission. Final admission decisions credential evaluation decisions and test results are entirely at the discretion of each university, depending on the volume and quality of applicants, and are beyond the Company's control. The Company in no manner guarantees an offer in any case. The Company shall have no liability arising from any rejection, delay, change in Ausbildung Services or eligibility criteria, change in university policy, change in immigration or governmental requirements, or any other decision or action of any such university, embassy, consulate or governmental or regulatory authority, including any refusal, delay or revocation of a visa, permit or entry clearance.

4.6. The Customer shall be solely responsible for (i) attending all tests, interviews, visa appointments and other appointments or activities requiring the Customer's personal attendance (ii) signing, completing and submitting all documents that require the Customer's personal action or signature; and (iii) complying with all timelines, deadlines and instructions communicated by the Company from time to time. The Customer shall provide all information, documents, cooperation and assistance required for the provision of the Ausbildung Services in a timely manner. Any delay, failure to comply, non-cooperation or omission by the Customer which results in, or contributes to, a delay, inability or failure to provide the Ausbildung Services shall not constitute a breach by the Company.

4.7. The Goethe A1–B1 level exam preparation and A1–B1 test booking scholarship are valid for 1 (one) attempt only. In case of a no-show or failure in the first attempt, the Customer shall pay such cost as communicated by the Company for subsequent preparation classes and/or attempts.

4.8. The Company provides language training only up to B2 level and does not guarantee passage of any language examination. All examination bookings, fees and test-centre policies are governed by the relevant **Third-Party Service Provider**, and the Company is not responsible for examination outcomes. If the Customer fails any language examination, the Company may, at its sole discretion, offer additional paid coaching; the Company is not obliged to provide free retakes or unlimited coaching.

4.9. The Customer must obtain and submit a valid B2-level German certificate from an accredited test body (for example, Goethe or telc) to the Company on or before 30 April of the applicable intake year (the "B2 Submission Deadline"). Failure to submit a valid B2 certificate by the B2 Submission Deadline relieves the Company of any obligation to arrange interviews or to provide further placement assistance.

4.10. The Customer must attend all scheduled classes, mock interviews and meetings as instructed by the Company and cooperate in good faith throughout the engagement.

4.11. Mock interviews conducted by the Company are preparatory in nature and do not guarantee any particular outcome in official employer interviews.

4.12. The Company will use reasonable efforts to arrange up to two (2) official employer interviews on The Customer's behalf (the "Two-Interview Limit"). If the Customer are not selected after the two arranged interviews, the Company's placement obligation shall stand complete, and the Company shall not be responsible for any further applications, additional interviews, or any costs or losses incurred by the Customer thereafter.

4.13. If the Customer fail to attend a scheduled official interview without prior valid notice to the Company, that interview shall be treated as used for the purpose of the Two-Interview Limit

4.14. The provision of services under the Service Agreement, including the grant, refusal, delay or withdrawal of any visa, permit, admission, accommodation or other approval, shall be at the sole and absolute discretion of the relevant Third-Party Service Provider, and the Company makes no representation, warranty or assurance, express or implied, as to the outcome, timeline or manner of processing of any such application. The Company shall not be liable, whether in contract, tort (including negligence) or otherwise, for any losses, claims, damages, costs or expenses of any nature whatsoever arising out of or in connection with (i) the Service Agreement; (ii) the rejection, delay, deferral or conditional acceptance of any application by the relevant Third-Party Service Provider; or (iii) any act, omission, decision or requirement of the relevant Third-Party Service Provider, and the Customer's sole recourse in respect of any such matter shall be against the relevant Third-Party Service Provider;

4.15. The Company shall have no obligation to communicate, correspond, liaise or make any request or representation with, to or on behalf of any Third-Party Service Provider, and shall, at its discretion, only pass on information to such Third-Party Service Provider on an "as-is" and "as-available" basis, strictly as received from the Customer, without any obligation to verify, validate or confirm the accuracy, completeness or authenticity thereof.

4.16. The Company only provides assistance in procuring a loan and/or accommodation from Third-Party Service Providers. Such assistance is limited to facilitation and administrative support and shall not constitute a recommendation, endorsement, guarantee, agency, representation or warranty by the Company in respect of any Third-Party Service Providers or its products or services.

4.17. The Company in no manner guarantees the success of any loan or accommodation application. The Third-Party Service Providers have sole and absolute discretion over processing and approval, and the Company has no control over the process or the provider. Any contract, arrangement or transaction between the Customer and a Third-Party Service Providers shall be solely between the Customer and such provider.

4.18. Any loan/financial assistance availed from any bank/financial institution shall be governed by the terms of that institution, and the Company shall not entertain any request regarding disbursal, interest rate, loan closure, etc.

4.19. The Company shall not be made a party to any dispute arising out of or in connection with any such loan facility availed by the Customer.

4.20. The Customer acknowledges that the Company has no obligation to repay any loan availed by the Customer from any bank/ financial institution.

4.21. The Company shall not be liable to follow up with, or represent the Customer before, any university/agent/third party in any manner whatsoever.

4.22. The Company may offer customized packages based on requirement as communicated to the Customer by the Company from time to time. Customized packages shall be quoted in writing specifying all services, timelines, and final pricing based on services delivered (not the original package price). Customized packages remain subject to all standard T&C terms except service scope. No service or obligation shall be deemed to form part of such customized package unless expressly stated vide any email/written communication. Any services requested by the Customer outside the agreed scope may be subject to additional fees.

4.23. The Customer acknowledges that the Company is not liable in any manner whatsoever for the refund of any amount paid by the Customer directly or indirectly to the university including application fees, deposits, tuition fees, examination fees, accommodation charges, service charges or other amounts. Any refund of such amounts shall be governed exclusively by the terms and refund policies of the relevant university.

4.24. Ausbildung Cost:

(i) The Customer shall pay to the Company or its Affiliate, the fees applicable to the Ausbildung Services, as determined by the Company and communicated to the Customer or its Affiliate by written communication from time to time ("**Ausbildung Cost**"). The Customer shall be responsible for payment of such fees in accordance with the payment terms and timelines specified by the Company in the relevant communication. The Ausbildung Cost may be paid by the Customer in full or in part, in accordance with the payment schedule agreed with the Customer's counsellor. Where the Customer makes any part payment, the unpaid balance of the Ausbildung Cost shall remain due and payable by the Customer in accordance with the agreed payment schedule as communicated by the Company from time to time.

(ii) For the avoidance of doubt, university shortlisting, application submission and any other services forming part of the Ausbildung Services shall proceed in full only upon receipt by the Company of the total Ausbildung Cost, unless otherwise agreed by the Company in writing. Any amount outstanding or payable by the Customer in respect of the Ausbildung Services shall be deducted from, and settled prior to determination of, any refund otherwise payable to the Customer.

(iii) All amounts payable under the Ausbildung Services shall be inclusive of GST at the rate of 18%(eighteen percent), wherever expressly stated as such. In the event of any change in the applicable GST rate or any change in applicable tax law resulting in an increase or decrease in the applicable tax liability, the corresponding difference in the amount payable shall be borne by or credited to the Customer, as applicable.

(iv) Where any cost relating to the Ausbildung Cost, including costs towards tests, applications, appointments, credentialing or similar processes, is stated to be "included" under this Agreement, such cost shall cover only 1 (one) attempt, application or submission, as applicable. Any costs arising from or relating to retakes, re-submissions, rescheduling, cancellation, penalties, additional attempts or any other repeat process shall be borne and paid by the Customer separately.

(v) For the avoidance of doubt, the Ausbildung Cost shall not include university tuition fees, enrolment or registration fees, blocked-account requirements or proof-of-funds deposits,

travel insurance, accommodation, airfare or other travel costs (unless expressly stated to be included), courier or delivery charges, or any other fees, charges or costs imposed by any university, governmental authority, service provider or other third party. Any such amounts shall be borne and paid by the Customer directly, as and when applicable.

(vi) Further, any new or additional fee, charge, levy or cost introduced or imposed by any third party after the date of issuance of this Agreement shall be payable by the Customer directly and shall not form part of the Ausbildung Cost.

(vii) The fees and costs specified as Ausbildung Cost shall remain valid for a period of 15 (fifteen) days from the date of issuance and shall apply exclusively to the intake specified in the relevant email/written communication. In the event the Customer elects to proceed with, defer to, or otherwise applies for any subsequent intake, Ausbildung Cost applicable to such intake shall be subject to revision and communicated separately to the Customer, and may differ from those specified in the relevant written communication.

5. Refund

5.1. Subject to the terms and conditions set out in this Agreement, the Customer shall be eligible for a refund of the applicable portion of the fees paid to the Company only in the following expressly specified circumstances:

(i) where the Company is unable to commence or provide the Ausbildung Services forming part of the applicable package for reasons solely attributable to the Company;

(ii) where the Company expressly agrees in writing to a refund in accordance with the applicable package terms, quotation, order form or other written commercial terms agreed with the Customer;

5.2. The Company shall not be responsible for any refund from any Third-Party Service Provider. Any such refund request must be taken up by the Customer directly with the respective Third-Party Service Provider. The Company shall have no obligation to process, procure, facilitate or secure any such refund on the Customer's behalf. The Company shall not be liable for any rejection, delay, deduction, withholding or non-payment of any such refund by the relevant Third-Party Service Provider.

5.3. Third-Party Loan Financing: Where the Customer has availed financing for the purchase of the Ausbildung Services through a bank, financial institution or other third-party financing provider under any financing arrangement, the financing fees or subvention charges payable to or charged by such financing provider in connection with such financing, including any applicable GST thereon, shall be deducted from any refund otherwise payable to the Customer.

5.4. Price-Discount Scenario: Where the fees payable by the Customer have been reduced pursuant to any discount, promotional offer, concession or other pricing benefit, any refund payable to the Customer shall be calculated on the basis that such discount, promotional offer, concession or pricing benefit is non-refundable. Accordingly, the amount of such discount or benefit shall be deducted from the amount otherwise refundable to the Customer.

5.5. The registration fee payable by the Customer under the Ausbildung Services shall be Rs. 10,000/- (Rupees ten thousand only) plus applicable GST, amounting to Rs. 11,800/- (Rupees eleven thousand eight hundred only) inclusive of GST. Notwithstanding anything contained

in this Agreement, the registration fee shall be deemed fully earned upon activation of the Customer's package and shall be strictly non-refundable under any circumstances, including where the Customer withdraws, cancels or otherwise discontinues the package on the same day as its activation.

5.6. Where a Customer has availed any Bundle, the full fee applicable to such Bundle, including applicable GST, shall be non-refundable and shall be deducted from any amount otherwise refundable to the Customer. A Bundle shall be deemed to have been availed once the Company has commenced work on any service forming part of such Bundle or has delivered, performed, arranged or incurred any cost in respect of any part of such Bundle, including, without limitation, conducting the first class of a language course, submitting an application, booking an appointment or test slot, or making any payment to a Third-Party Service Provider on behalf of the Customer. For the avoidance of doubt, partial use, commencement or delivery of any service forming part of a Bundle shall be deemed to constitute full availing of the entire Bundle, and the Customer shall not be entitled to a refund of any portion of the fee attributable to such Bundle.

5.7. Subject to Clauses 5.5 and 5.6, any refund payable to the Customer shall be calculated by deducting from the total amount actually paid and received by the Company from the Customer: (a) the non-refundable registration fee of Rs. 11,800/- (Rupees eleven thousand eight hundred only) (inclusive of GST); and (b) the full listed fee, including applicable GST, of each Bundle already availed by the Customer in accordance with Clause 5.6. Accordingly, the refund payable, if any, shall be calculated as follows:

Refund Amount = Total Amount Actually Paid and Received by the Company – Rs. 11,800/- – Total listed fee of all Bundle availed.

If the amount calculated in accordance with the above formula is nil or negative, no refund shall be payable to the Customer. In no circumstances shall the Company be liable to refund an amount exceeding the total amount actually paid and received by the Company from the Customer and the GST already deposited to the relevant governmental authority.

5.8. Where the Customer has availed of any no-cost EMI or other financing facility through a Third-Party Service Provider for payment of the Ausbildung Services, the Customer shall remain solely and fully responsible for repayment and closure of the financing facility in accordance with the terms and conditions prescribed by the relevant Third-Party Service Provider. Any cancellation, withdrawal, modification or discontinuation of the Customer's study-abroad plans, or any cancellation or termination of Ausbildung Services, shall not relieve the Customer of the Customer's repayment obligations under such financing facility. The Company shall have no liability or responsibility in respect of repayment, closure, interest, charges, penalties or any other amounts payable under such financing facility.

5.9. All refunds shall be net of applicable taxes.

5.10. Refunds will not be applicable in any of the following circumstances**:**

(i) If the Customer voluntarily changes or withdraws from the Customer's study-abroad plans;

(ii) If the Customer has submitted, furnished or relied upon any forged, false, fabricated, altered or materially misleading document, declaration or representation at any stage of the

engagement, including but not limited to academic transcripts, financial documents, identification documents, or any other document required for the Ausbildung Services;

(iii) If the Customer fails to clear, satisfy or qualify under any university-conducted interview, entrance test, aptitude assessment or any other mandatory eligibility or selection criteria prescribed by the relevant educational institution or Third-Party Service Provider;

(iv) If the Customer's visa, permit or other requisite authorisation is rejected, refused, delayed, revoked or withdrawn for any reason whatsoever by the competent consular or governmental authority, whether or not attributable to any act or omission of the Customer, in which event the Company shall not be liable in any manner whatsoever and no refund shall be payable on that basis;

(v) If the Customer fails to comply with any applicable requirement, instruction, deadline, procedure, policy or eligibility criterion prescribed by any relevant educational institution, Third-Party Service Provider, consular authority or governmental authority;

(vi) If the Customer fails to make any payment, deposit, fee, charge or other amount payable to any educational institution, Third-Party Service Provider, consular authority, governmental authority or other relevant third party within the prescribed timeline;

(vii) If the Customer is unable to proceed with, or complete, any aspect of the Ausbildung Services due to any change in the Customer's personal, academic, financial, employment, immigration or other circumstances;

(viii) If any educational institution, Third-Party Service Provider, consular authority or governmental authority changes, suspends, withdraws or modifies its eligibility requirements, admission criteria, processing procedures, policies, timelines or other applicable requirements after commencement of Ausbildung Services; or

(ix) If the Customer engages or proceeds with any other consultant, agent, educational institution, Third-Party Service Provider or other intermediary in relation to Ausbildung Services without the Company's prior written consent, to the extent such engagement adversely affects or prevents the Company from performing the relevant services.

5.11. Except as expressly provided in this Clause 5 (Refund), the Customer shall not be eligible for any refund in any situation whatsoever.

5.12. Any request for a refund shall be submitted by the Customer by email to studentsuccess@leverageedu.com, using the Customer's registered email address and quoting the Customer's reference number. The Customer shall specify the reason for the refund request and provide such information and supporting documents as may reasonably be required by the Company to process the request. The Company shall review the request and communicate the applicable refund calculation to the Customer in writing within 14 (Fourteen) Working Days of receipt of the complete refund request. Where a refund is determined to be payable, the Company shall process and remit the applicable refund within 45 (Forty Five) Working Days thereafter, using the same payment instrument through which the relevant payment was originally received.

6. Communication Policy

By accepting these T&C, the Customer accepts the following:

6.1. The Company may send alerts to the mobile number or email provided by the Customer for Ausbildung Services, or via push notifications. Such alerts depend on the Customer's device, email servers, network, connectivity and notification settings, and may not be received, may

be delayed, incomplete or distorted for any reason whatsoever, and the Company shall bear no liability whatsoever in respect thereof.

6.2. The Company will make best efforts to provide alerts via SMS/e-mail/push notifications, and it shall be deemed that the Customer has received the information sent. The Company shall have no obligation whatsoever to confirm the authenticity, identity or accuracy of the recipient, and the Customer shall not hold the Company liable for any loss, damage, claim, cost or expense of any nature whatsoever arising from or in connection with the non-availability, delay, error, omission or inaccuracy of the alert service or any alert sent thereunder.

6.3. The Customer shall comply with the terms of Third-Party Service Providers in connection with the Ausbildung Services. The Customer authorizes the Company to contact and communicate with the Customer for Ausbildung Services or related offers, including overriding DND settings to reach the Customer over calls, SMS, email and any other mode of communication.

6.4. The alert service is an additional convenience facility that may be susceptible to error, omission or inaccuracy. The Customer shall promptly inform the Company of any observed error and shall not hold the Company liable for any loss, damage, claim or expense arising from the alert facility.

6.5. The clarity, accuracy and promptness of the alert service depend on many factors including infrastructure and connectivity. The Company shall not be responsible or liable in any manner whatsoever, for any reason whatsoever, for any non-delivery, delayed delivery, distortion, error or inaccuracy of content of any alert, or for any loss, damage, claim, cost or expense arising therefrom.

7. Use of Website

7.1. Except for information, products or services clearly indicated as being supplied by the Company, the Company does not own, operate, control, verify, endorse, sponsor or assume responsibility for any information, content, products, services, websites, applications, links or other materials made available through or on the internet. The Company does not warrant that files, documents, links, websites, applications or other materials available for download will be free of viruses or other harmful code. The Customer is responsible for implementing procedures to satisfy the Customer's internet security requirements and for the accuracy of data input and output. The Customer shall be solely responsible for maintaining the confidentiality of any login credentials, passwords or account access details, and for all activities that occur under the Customer's account, whether or not authorized, and shall promptly notify the Company of any unauthorized use or suspected breach of security.

7.2. Subject to the Customer’s continued compliance with the terms and conditions of this Agreement, the Company grants to the Customer a personal, non-exclusive, non-transferable, limited and revocable right and license to access and use the Website and/or avail the Ausbildung Services, strictly in accordance with this Agreement. It is hereby clarified that a change of destination and/or country and/or program shall be treated as a new package and accordingly additional fees if any, to be paid.

8. Prohibited Conduct

By accessing or using the Website or by availing Ausbildung Services, the Customer agrees not to do the following:

8.1. Violate, breach or fail to comply with any term of this Agreement or any Applicable Laws, statute, regulation, rule, order or directive of any competent authority;

8.2. Impersonate any person or entity, misrepresent the Customer's identity or affiliation, access another person's account without authorisation, forge or falsify any digital or electronic signature, misrepresent the source, origin or content of any information transmitted via the Ausbildung Services, or engage in, attempt or facilitate any fraudulent activity or use funds, instruments or payment methods that are unauthorised, stolen or otherwise unlawfully obtained;

8.3. Infringe the Company’s or any third party’s intellectual property rights;

8.4. Post or transmit any message that is libellous, defamatory or that discloses private matters concerning any person;

8.5. Post or transmit any message, data, image or program that is pornographic, vulgar or offensive;

8.6. Refuse or fail to cooperate, in good faith and within a reasonable time, with any investigation, verification or enquiry conducted by the Company or any Third-Party Service Provider, or refuse, fail or delay in confirming, verifying or substantiating the Customer's identity or any other information, declaration or documentation provided by or on behalf of the Customer;

8.7. Remove, circumvent, disable, damage or interfere with security-related features of the Ausbildung Services or the Website, or features that enforce usage limitations;

8.8. Access or attempt to access the Ausbildung Services by any means other than the interface provided by the Company, including by any automated means such as scripts or web crawlers;

8.9. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Ausbildung Services or the Website, except as expressly permissible by Applicable Laws;

8.10. Use, or attempt to use, the Ausbildung Services or the Website in any manner that damages, disables, overburdens, impairs or adversely affects the same, or the Company's servers or networks, or that interferes with any other person's use and enjoyment of the Ausbildung Services or the Website, whether by automated means or otherwise;

8.11. Modify, adapt, translate or create derivative works based upon the Ausbildung Services or the Website, except as permissible by Applicable Laws;

8.12. Interfere with or damage the operation of the Ausbildung Services or the Website, including by disseminating viruses, adware, spyware, worms or other malicious code;

8.13. Use any robot, automatic device or manual process to monitor or copy the Website without prior written permission;

8.14. Interfere with or disrupt the Website or networks connected to it;

8.15. Take any action that imposes an unreasonably or disproportionately large load on the Company's infrastructure/network;

8.16. Use any device, software or routine to bypass the Website's robot exclusion headers or interfere with the Ausbildung Services;

8.17. Forge headers or manipulate identifiers to disguise the origin of any content or the Customer's presence on the Website;

8.18. Sell the Ausbildung Services, information or software associated with or derived from it;

8.19. Use the Website or the Ausbildung Services to conduct, facilitate, promote, aid, abet or solicit any unlawful, fraudulent, deceptive or illegal activity, or any activity that infringes, misappropriates or otherwise violates the rights, including intellectual property, privacy or contractual rights, of the Company, any Third-Party Service Provider or any other person;

8.20. Breach this Agreement or any other applicable agreement or policy;

8.21. Provide, submit or furnish any false, inaccurate, incomplete, forged or misleading information, declaration, document or representation to the Company or any Third-Party Service Provider, whether at the time of registration, application or at any other point during the subsistence of this Agreement, or omit to disclose any fact the omission of which renders any such information, declaration, document or representation misleading;

8.22. Use the Website to collect personal or financial information about other users, except as expressly provided herein;

8.23. Use the Ausbildung Services in a manner that gives rise to, or has the potential to give rise to, complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability on the part of the Company or any Third-Party Service Provider;

8.24. Take any action that may cause the Company to lose any services or business partners, including telecom companies, payment processors or other suppliers;

8.25. Send automated requests of any kind to the Website without express prior permission;

8.26. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or incite the commission of any cognisable offence;

8.27. Host, display, upload, modify, publish, transmit, store, update or share any information that is (i) obscene, paedophilic, racially or ethnically objectionable, or that relates to or encourages money laundering or gambling; (ii) belongs to another person to which the Customer has no right, or which is harmful to a child; or (iii) is false and untrue and published with intent to mislead or harass any person, entity or agency for financial gain or to cause injury.

8.28. Violate, or cause the Company to violate, any Applicable Laws relating to anti-money laundering, counter-terrorist financing, export control, trade sanctions or embargoes, including by availing or attempting to avail the Ausbildung Services on behalf of, or for the

benefit of, any person, entity or jurisdiction that is the subject of any sanctions administered by any governmental authority; and

8.29. Share, disclose or permit any third party to use the Customer's login credentials, account access or authentication details for availing the Ausbildung Services;

9. Other Terms and Conditions

9.1. Additional terms may apply to specific portions or features of the Website. The Customer agrees to abide by such terms. If there is a conflict between this Agreement and terms applicable to a specific portion of the Website or Ausbildung Services, the latter shall control with respect to that portion. The Company acts as a mere facilitator between the Customer and the Third-Party Service Providers.

9.2. For providing the Ausbildung Services, the Company shall, on behalf of the Third-Party Service Provider, collect information/documents from the Customer and share them with such provider. The Company's role shall be limited to collecting and transmitting such information and/or documents to the Third-Party Service Provider and the Company shall not be responsible or liable for the collection, storage, use, processing, disclosure, transfer, loss, unauthorized access, or misuse of such information and/or documents by the Third-Party Service Provider or any other third party after such information and/or documents have been shared. The privacy policy of the Third-Party Service Provider shall govern the collection, storage, usage and transfer of that information.

9.3. The Company may share the Customer's personal data with other corporate entities and Affiliate, universities, including in foreign jurisdictions, and with Third-Party Service Providers, to facilitate the Ausbildung Services and ensure regulatory compliance. The Company shall take reasonable and appropriate technical and organisational measures, on a commercially reasonable efforts basis, to safeguard such personal data. Notwithstanding the foregoing, the Company shall not be liable or responsible for any misuse, unauthorised access, disclosure or loss of the Customer's personal data occurring on account of any act, omission, negligence or default of the Customer, any Third-Party Service Provider, or any third party not under the direct control of the Company, or arising from any cause beyond the Company's reasonable control, including any breach, hacking, malware or unauthorised intrusion.

9.4. The Company has partnered with various Third-Party Service Providers for the Ausbildung Services. In the event that the Customer avails of the services provided by such Third-Party Service Provider, the Customer acknowledges and agrees to be bound by and comply with the terms and conditions applicable to such services, as prescribed by the relevant Third-Party Service Provider.

9.5. If any Third-Party Service Provider stores information, the Company is not responsible for such storage, and it is at the Customer's discretion to allow it. Any loss arising from such storage or usage is solely the Customer's loss, and the Company is not liable to reimburse it. The Customer is advised to read the terms and privacy policy of such provider.

9.6. The Customer undertakes to avail the Ausbildung Services only for lawful purposes and represents and warrants that: (i) the Customer shall at all times comply with all Applicable Laws relating to anti-money laundering, counter-terrorist financing, foreign exchange, taxation and prevention of corruption, including the Prevention of Money Laundering Act,

2002 and the Foreign Exchange Management Act, 1999, each as amended; (ii) all funds, monies or consideration remitted, transferred or utilised by the Customer for availing the Ausbildung Services are derived from lawful and legitimate sources and do not, in whole or in part, represent or constitute the proceeds of crime, smuggling, corruption, tax evasion, fraud or any other unlawful activity; (iii) the Customer is not a person or entity that is the subject of, or owned or controlled by a person subject to, any sanctions, prohibition or restriction imposed by any governmental authority; and (iv) the remittance is not being made for or on behalf of any third party, benami transaction or through any layering, structuring or other arrangement intended to conceal the true source, ownership or beneficiary of the funds. The Customer shall promptly furnish such documentation, declarations and source-of-funds evidence as the Company or any Third-Party Service Provider may reasonably require to verify compliance with the foregoing. The Customer shall indemnify, defend and hold harmless the Company, its Affiliate, officers, directors, employees and agents from and against any and all losses, damages, costs, expenses (including legal fees), fines, penalties or liabilities of any nature whatsoever arising out of or in connection with: (a) any remittance or transaction in connection with the Ausbildung Services being found to be in violation of any Applicable Laws in India or any other jurisdiction; (b) any breach of the representations, warranties or undertakings contained in this Clause 9.6; or (c) any investigation, enquiry, order, seizure, freezing or other action initiated by any regulator, law enforcement or governmental authority arising from or relating to the source or use of such funds, and such indemnity shall survive the termination or expiry of this Agreement.

10. Termination and Agreement Violations

10.1. In the event the Company is unable to provide Ausbildung Services or any part thereof, for any reason (except for the cases as explicitly provided in this Agreement), may suspend or terminate the Customer's use of Ausbildung Services/Website, or discontinue access without notice. The Company shall have no obligation to provide any reason or justification for any such action and shall not be liable to the Customer or any third party for any such termination or interruption. The Company may, at its sole discretion, take any action it deems appropriate in relation to any actual, suspected or alleged fraudulent, abusive, unlawful or otherwise objectionable activity, including referring such matters to the relevant authorities.

10.2. Upon suspension, termination or expiry of this Agreement, howsoever arising:

(i) the Customer shall immediately cease all use of, and access to, the Ausbildung Services and the Website;

(ii) any and all licenses, authorisations or access rights granted to the Customer under this Agreement shall automatically and immediately stand revoked;

(iii) the Customer shall remain liable for all fees, charges and amounts accrued or outstanding as on the date of such suspension, termination or expiry, and no such amounts already paid shall be refundable except as expressly provided in this Agreement;

(iv) the Company shall be under no obligation to complete, continue or deliver any part of the Ausbildung Services that remain pending as on the date of termination, and shall have no liability whatsoever for any loss, damage, delay or inconvenience caused to the Customer on account of such discontinuance; and

(v) the Company may, at its sole discretion, retain, disclose to any Third-Party Service Provider, competent authority or law enforcement agency, or delete any information, data or documentation relating to the Customer, in accordance with Applicable Laws and the Company's data retention and privacy policies.

10.3. It is hereby agreed that any rights, obligations or liabilities of either party which by their nature are intended to survive termination, including those relating to indemnification, confidentiality, limitation of liability, intellectual property, dispute resolution and governing law, shall survive and continue to bind the Parties notwithstanding such termination or expiry.

10.4. The termination of this Agreement shall be without prejudice to any rights, remedies or claims that may have accrued to the Company as on the date of termination, all of which shall remain enforceable.

10.5. The Customer shall promptly return, destroy or delete any Confidential Information, materials or property of the Company in the Customer's possession or control and certify such return or destruction in writing.

11. Limitation of Liability and Damages

11.1. In no event shall the Company or its contractors, agents, licensors, partners or suppliers be liable to the Customer for any special, indirect, incidental, consequential, punitive, reliance or exemplary damages (including lost business opportunities, lost revenues or anticipated profits, or any other loss) arising out of or relating to (i) this Agreement; (ii) the Ausbildung Services, the Website or any reference site/app/ platform/service; or (iii) the Customer's use or inability to use the Ausbildung Services or the Website, even if advised of the possibility of such damages. The Company’s aggregate liability, however arising and whether in contract, tort (including negligence) or otherwise, shall not exceed the amount paid by the Customer for the Ausbildung Services giving rise to the cause of action, or Rs. 5,000/- (Rupees five thousand only), whichever is lesser. These warranty disclaimers and limitations of liability reflect a reasonable allocation of risk and form an essential basis of the bargain between the Customer and the Company. Where Applicable Laws does not permit certain limitations, the Company’s liability shall be limited to the fullest extent permitted by law. This Clause 11 (Limitation of Liability and Damages) shall survive termination of this Agreement indefinitely. Notwithstanding anything contained in this Agreement, any claim, action or proceeding by the Customer against the Company arising out of or relating to this Agreement or the Ausbildung Services must be commenced within 1 (one) year after the cause of action first arose, failing which such claim, action or proceeding shall be absolutely barred, to the extent permitted by Applicable Laws.

12. Indemnification

12.1. The Customer shall indemnify, defend, and hold harmless the Company, its Affiliate, officers, directors, employees and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal fees), whether brought by the Company, a Third-Party Service Provider, a governmental authority, or any other third party, arising out of or in connection with: (i) the Customer's use or misuse of the Ausbildung Services or the Website; (ii) any violation by the Customer of this Agreement; (iii) breach of any Service Agreement; or (iv) any breach of the representations, warranties and covenants

made by the Customer herein any negligent, wilful misconduct, or fraudulent act or omission by the Customer; or (v) any violation of Applicable Laws. The Company reserves the right, at the Customer's expense, to assume exclusive defence and control of any such matter, including the right to settle, and the Customer agrees to cooperate.

12.2. All indemnification payments required to be made under this Clause 12 (Indemnification) shall be paid by the Customer to the Company within 15 (fifteen) days of the relevant claim being submitted by the Company to the Customer, accompanied by reasonable supporting documentation.

12.3. All payments made pursuant to this Clause 12 (Indemnification) shall be made free and clear of, and without withholding or deduction for, any tax, unless the Customer is required by Applicable Laws to make such a withholding or deduction, in which case the sum payable shall be increased to the extent necessary to ensure that the Company receives a net sum equal to the sum it would have received had no such deduction or withholding been required.

12.4. The indemnification obligations under this Clause 12 (Indemnification) shall survive the termination or expiry of this Agreement for an indefinite period.

13. Disclaimer and No Warranties

13.1. The Company and the Third-Party Service Providers hereby disclaim and exclude all conditions, warranties, guarantees or representations of any kind, whether statutory, express, implied or arising by operation of Applicable Laws, custom, usage or otherwise, including any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement. No advice, information or documentation obtained by the Customer, whether orally or in writing, from the Company, any Third-Party Service Provider or through the Website, shall create or be deemed to create any warranty, condition or representation not expressly set out in this Agreement. The Ausbildung Services and the Website are availed and used by the Customer entirely at the Customer's own risk, and it shall be the sole responsibility of the Customer to independently verify and evaluate the accuracy, completeness, reliability, timeliness and usefulness of any opinion, advice, service or information provided to the Customer. The Ausbildung Services and the Website are provided strictly on an “as is” and “as available” basis, “with all faults,” without any warranty or condition of any kind, either express or implied. The Company does not represent or warrant that the Ausbildung Services or the Website shall be uninterrupted, timely, secure or free from error, or that any defect, error or omission therein shall be identified or corrected. The Customer shall be solely and exclusively responsible and liable for any damage to the Customer's devices, systems or property, or for any loss of data, arising out of or in connection with the Customer's use of, or reliance upon, the Ausbildung Services, the Website or any material, content or information made available thereon, and the Company shall bear no liability whatsoever in respect thereof. The disclaimers contained in this Clause 13 (Disclaimer and No Warranties) shall apply to the fullest extent permitted under Applicable Laws and shall survive the termination or expiry of this Agreement indefinitely.

13.2. The Company is not a law firm, immigration consultant, registered migration agent, financial advisor, insurance broker or any other licensed or regulated professional, and nothing in this Agreement, on the Website, or in connection with the Ausbildung Services or any other services offered by the Company, whether express or implied, oral or written, shall be

construed as legal, immigration, tax, financial, insurance, medical, travel, admissions or visa advice, or as advice of any other nature whatsoever. The Customer acknowledges and agrees that any and all decisions relating to visas, immigration, admissions, permits, accommodation, travel, insurance or any other approvals, consents or facilities of any nature rest solely and exclusively with the relevant governmental, regulatory, consular, educational or other third-party authorities and institutions, and that the Company has no control over, and makes no representation, warranty or assurance of any kind, whether express or implied, regarding the grant, refusal, delay, timing, conditions or outcome of any such visa, permit, admission, accommodation, approval or facility. The Customer further acknowledges that any information, guidance or assistance provided by the Company is provided solely on an "as-is" and "as-available" basis for general informational and facilitative purposes only, does not constitute professional advice of any kind, and shall not be relied upon as a substitute for independent professional advice, and the Company shall bear no liability whatsoever, whether in contract, tort or otherwise, for any loss, damage, cost or expense arising from or in connection with the Customer's reliance on any such information, guidance or assistance.

14. Confidentiality

14.1. The Customer undertakes to hold in strict confidence all Confidential Information belonging to or pertaining to the Company and shall not, directly or indirectly, disclose, divulge, communicate, or make available to any third party any Confidential Information of the Company, except to such persons as are employed or expressly authorised by the Company and who have a legitimate need to know such information for the purpose of their engagement with or authorised association with the Company. This obligation shall apply throughout the term of this Agreement and shall continue in full force and effect following the termination or expiry hereof.

14.2. The Customer acknowledges and agrees that the obligations of confidentiality set out in this Clause 14 (Confidentiality) shall continue even after the Agreement ends and will remain in effect indefinitely. The Customer further acknowledges that any breach or threatened breach of this Clause 14 (Confidentiality) shall cause immediate and irreparable harm to the Company, for which monetary damages may not constitute an adequate remedy. Accordingly, the Company shall be entitled, without prejudice to any other rights or remedies available to it in Law or in equity, to seek injunctive relief, specific performance, and such other equitable remedies as a court of competent jurisdiction may deem appropriate.

15. Ownership and Proprietary Rights

15.1. The Customer acknowledges and agrees that the Ausbildung Services and the Website are owned and operated by the Company. All copyrights, patents, trademarks, service marks, trade names, proprietary and/or licensed software, trade secrets, visual interfaces, graphics, designs, compilations, information, computer code, products, software, services and all other content, materials and elements comprising or relating to the Website and/or the Ausbildung Services ("**Materials**") are and shall remain the exclusive property of the Company or its respective licensors, as applicable, and are protected under applicable Indian laws and international conventions.

15.2. The Customer shall not, and shall not permit any third party to, sell, license, distribute, reproduce, copy, modify, adapt, translate, publicly display, transmit, publish, edit, create derivative works from, reverse engineer, decompile or otherwise exploit any of the Materials, or use the same for any purpose other than as expressly permitted under this Agreement.

The Customer shall not remove, obscure, alter or otherwise interfere with any copyright, trademark, proprietary rights or other notices contained in or affixed to the Website, the Materials or any other proprietary content of the Company.

15.3. The Customer agrees that it shall not do or commit any act or omission that may impair, prejudice or adversely affect the Company's rights, ownership or title in or to the Materials, or the reputation, goodwill or proprietary interests associated with the same. The Customer shall not challenge, contest or assist any third party in challenging or contesting the Company's ownership or rights in the Materials.

15.4. Nothing contained in this Agreement shall be construed as constituting an assignment, transfer or grant of any ownership interest in the Materials of the Company to the Customer.

16. Force Majeure

16.1. The Company shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, floods, earthquakes, riots, terrorist attacks and other similar events. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

16.2. If a Force Majeure event continues for a period exceeding 60 (sixty) days, the Company may, at its sole discretion, terminate this Agreement by written notice to the Customer, without any liability to the Customer, and no fees paid by the Customer shall be refunded in respect of Ausbildung Services already rendered or in progress as of the date of such Force Majeure event.

16.3. "**Force Majeure**" means acts of God, acts of government, acts of terrorism, strikes, lockouts or other industrial disturbances, acts of a public enemy, blockades, wars, insurrections or riots, epidemics, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities, lockdowns, or other similar causes beyond the control of the Company.

17. Miscellaneous

17.1. Modification

The Company reserves the right to change, modify, add or remove portions of this Agreement (each, a "**Change(s)**") at any time by posting notification on the Website or otherwise communicating it to the Customer. Changes become effective and are deemed accepted 24 (twenty-four) hours after the initial posting and apply on a going-forward basis to the Customer's use of the Website and the Ausbildung Services. If the Customer does not agree, the Customer's sole remedy is to terminate the Customer's use of the Ausbildung Services/Website. The Customer's continued use following the posting of Changes constitutes acceptance.

17.2. **Notice**

The Company may provide notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Website. Except as otherwise set forth herein, notice to the Company must be sent by email to studentsuccess@leverageedu.com.

17.3. **Waiver**

The waiver by the Company of any breach of any term of this Agreement has to be express. No delay in exercising, or omission to exercise any right, power or remedy accruing to the Company upon any default under this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of the Company in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Company in respect of any other default. The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

17.4. Dispute Resolution

(i) Any and all disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) ("**Dispute**") shall, so far as is possible, be settled amicably between the Parties. Failing to settle the Dispute amicably, such Dispute shall be referred to arbitration by a sole arbitrator mutually appointed by both the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (**"Arbitration Act**"). The place of arbitration shall be at New Delhi. The Parties agree that with respect to any Dispute such arbitration can also be conducted using electronic means. Parties hereby further agree and accord their consent for conducting the arbitration through electronic means and further, expressly consents to the other Party or the arbitral tribunal to avail administrative assistance (including via electronic forms) of a suitable institution to conduct arbitral proceedings, if referred for dispute resolution. Accordingly, the procedure of such institution, so appointed shall be applicable in conducting its proceedings as per the provisions of the Arbitration Act.

(ii) Either Party may seek interim relief from a court of competent jurisdiction in New Delhi. Any arbitration shall be confidential. All administrative fees and expenses of arbitration shall be borne as per the arbitral award, and each Party shall bear its own legal costs. This Clause 17.4 (Dispute Resolution) shall survive termination of this Agreement.

17.5. Governing Law

This Agreement shall be subject to, governed by, and construed in accordance with the laws of India and the Parties hereto consent to the exclusive jurisdiction of the Courts in New Delhi.

17.6. Severability

If any provision of this Agreement is held to be unenforceable under Applicable Laws, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of this Agreement shall be enforceable in accordance with its terms; provided, however, that this Agreement continues to reasonably and substantially reflect the intent of the Parties expressed herein taking into account the exclusion of such unenforceable provision.

17.7. Survival

Upon termination of this Agreement, any provision which by its nature or express terms should survive shall survive such termination or expiration.

17.8. Headings

The heading references herein are for convenience only and do not constitute a part of this Agreement, nor shall they limit or affect any of its provisions.

17.9. **Entire Agreement**

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Customer acknowledges that it has not relied on any representation, warranty, assurance or statement, whether written or oral, made by or on behalf of the Company that is not expressly set out in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in accordance with this Agreement.

17.10. **Assignment**

The Customer shall not be entitled to assign any of its rights and obligations under this Agreement.