

## Terms & Conditions

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

The terms and conditions of the Ausbildung Services Agreement ("**Agreement**") governs Your use of this website <https://leverageedu.com/> ("**Website**"), offer of Ausbildung Services by the Leverage Ed-Tech Private Limited, having its registered office at B1/A5, Block E, Mohan Cooperative Industrial Estate, Badarpur, Badarpur, South Delhi – 110044, Delhi, India, ("**Company**") or its Affiliates for purchase on this Website, or Your purchase of Services on this Website.

Ausbildung Services/Website may include links to third-party websites or services for payment of money and for other ancillary services ("**Third-Party Service Providers**").

Company does not endorse or Control these Third-Party Service Providers and accordingly, will not be responsible for the accuracy of information provided by such Third-Party Service Providers, their services or actions or any alleged omission or alleged breach by Third-Party Service Providers. By using a Third-Party Service Provider's website or their services, You shall abide by the terms of such Third-Party Service Provider.

This Agreement is an electronic record in terms of 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. This electronic record is generated by a computer system and does not require any physical or digital signatures. If You wish to print this Agreement, please click the print button on Your browser toolbar and save the pdf version of this Agreement.

### **1. Definitions**

Unless the context otherwise requires or unless otherwise defined or provided for herein, in this terms and conditions ("**T&C**"), the following words and expressions shall have the following meanings:

- 1.1 "**Applicable Law(s)**" or "**Law**" means all laws, brought into force and effect by governmental authority including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs, and orders of any court of record, applicable to this Agreement and the exercise, performance, and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence 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 "**Agreement**" shall mean this Ausbildung Services Agreement.
- 1.4 "**Arbitration Act**" shall have the meaning ascribed to it in Clause 20.1
- 1.5 "**Change**" shall have the meaning ascribed to it in Clause 17.1
- 1.6 "**Company**" shall have the meaning ascribed to it in the second paragraph of opening paragraphs of this Agreement.
- 1.7 "**Confidential Information**" shall mean: (i) technical information and materials, including but not limited to computer programs, software, databases, data products, data solutions, methods, know-how, technological data, technological prototypes, processes, discoveries, and similar items; (ii) information and materials, including but not limited to financial information, business plans, business proposals, trade secrets, intellectual property, customer contract terms and conditions, pricing and bidding methodologies and data, sales

data, customer lists, customer or contact information, customer preferences and other business information, supplier lists, supplier contact information, supplier preferences and other business information, vendor lists, vendor contact information, vendor preferences and other business information, business partner lists, business partner contact information, business partner preferences and other business information, and similar items; (iii) information and materials relating to future plans, including but not limited to pending projects and proposals; (iv) information and materials, including but not limited to employee lists and contact information, employee performance information, employee compensation information, recruiting sources, contractor and consulting information, contacts, and cost, and similar information; (v) information or material that gives (or other discloser of information, as applicable) an advantage with respect to competitors in the field, by virtue of not being known by those competitors; (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the execution of this Agreement); (vi) any information whatsoever concerning or relating to: (a) any dispute or claim arising out of or in connection with this Agreement; or (b) the resolution of such claim or dispute; and (vii) any information or materials prepared by or for a Party or its representatives that contain or otherwise reflect, or are generated from, Confidential Information.

- 1.8 **“Control”** (including, with its correlative meanings, the terms **“Controlled by”** or **“under common Control with”**) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of 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 with respect to a person; or  
(b) the possession, directly or indirectly, of a voting interest in excess of 50% (Fifty Percent) in a person;
- 1.9 **“Customer”** or **“You”** (including, with its correlated meanings, the terms **“Your”**) shall mean the person who has registered, accessed, used the Website, or purchased the Ausbildung Services from the Company by paying Ausbildung Cost.
- 1.10 **“Dispute”** shall have the meaning ascribed to it in Clause 20.1.
- 1.11 **“Force Majeure”** shall have the meaning ascribed to it in Clause 16.1.
- 1.12 **“KYC”** means know your customer.
- 1.13 **“Ausbildung Services”** shall have the meaning ascribed to it in Clause 3.
- 1.14 **“Ausbildung Cost”** shall mean the cost of Ausbildung Services as decided by the Company and communicated to the Customer from time to time.
- 1.15 **“Materials”** shall have the meaning ascribed to it in Clause 15.1.
- 1.16 **“Parties”** shall mean the Customer/You and the Company.
- 1.17 **“Relative”** shall have the meaning ascribed to it under Section 2(77) of the Companies Act, 2013.
- 1.18 **“Service Agreement”** shall have the meaning ascribed to it in Clause 2.1.10
- 1.19 **“Third-Party Accommodation Partner”** shall mean the third-party accommodation service provider with whom the Company has entered into an arrangement on principle-to-principle basis for referring the Customers for the purpose of their residence while they are pursuing for his/her studies in the higher education institutions in abroad.
- 1.20 **“Third-Party Service Provider”** shall have the meaning ascribed to it in the third paragraph of opening paragraphs of this Agreement and shall include Third-Party Accommodation Partner.
- 1.21 **“Website”** shall have the meaning ascribed to it in the second paragraph of opening paragraphs of this Agreement.

## 2. Eligibility

The **Ausbildung Services** are not available to persons under the age of 18 (eighteen) or to anyone previously suspended or removed by the Company from availing the **Ausbildung Services** or accessing the Website. By accepting the Agreement or by otherwise using the

**Ausbildung** Services on the Website, You represent that You are at least 18 (eighteen) years of age and have not been previously suspended or removed by the Company, or disqualified for any other reason, from availing the **Ausbildung** Services or using the Website. Additionally, You represent and warrant that, You have the right, authority and capacity to enter into this Agreement and to abide by all the terms and conditions herein as part of this Agreement. Further, You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the Agreement, the Company reserves the right to suspend or permanently prevent You from availing the **Ausbildung** Services or using the Website and You will be liable to indemnify the Company if the Company has incurred any loss or liability due to Your misrepresentations in any manner whatsoever.

2.1 You expressly acknowledge and agree that:

- 2.1.1 You are a legal person/entity;
- 2.1.2 You are capable of entering and authorized to enter into a legally binding agreement;
- 2.1.3 Your representative and other agents accessing Website or availing the Ausbildung Services through the Website are duly authorized to access the Ausbildung Services and to legally bind You to these terms and all actions;
- 2.1.4 All registration information You submit is accurate and truthful;
- 2.1.5 You will ensure to maintain the accuracy of such information;
- 2.1.6 You are not barred or otherwise legally prohibited from accessing or using the Website or Ausbildung Services under the laws of India including but not limited to Prevention of Money Laundering Act, 2002;
- 2.1.7 You agree 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. Further, You hereby authorise the Company to use Your KYC and details for Ausbildung Services that the Company may offer, by itself or through Third-Party Service Providers, from time to time;
- 2.1.8 It is agreed that the Company shall be entitled to rely upon all electronic communications, orders or messages sent to the Company by You. The Company shall not be obligated to verify or make further inquiry into the identity of the sender, or integrity of any communications. The Company shall not be responsible for any losses sustained through the use of stolen or hacked devices or fraudulent electronic transactions;
- 2.1.9 All information provided to the Company is true and correct and is not misleading. In addition, You agree to provide further information from time to time as maybe required by the Company or any such Third-Party Service Provider;
- 2.1.10 You agree and understand that, in the event You avail Ausbildung Services, You may be required to execute an agreement with the Third-Party Service Provider ("**Service Agreement**"), as may be applicable, which will be binding on You and Your heirs/executors;
- 2.1.11 The Company will not be liable for any act/omission of any such Third-Party Service Provider arising out of the Service Agreement or otherwise;
- 2.1.12 You will always comply with the terms and conditions of the Service Agreement;
- 2.1.13 The Company is only acting as a facilitator between You and Third-Party Service Providers in connection with the Ausbildung Services;
- 2.1.14 The provision of services under the Service Agreement shall be at the sole discretion of the relevant Third-Party Service Provider, in accordance with such Third-Party Service Provider's policies prevailing at the time of processing of such service. The Company shall not be liable

for any losses, claims and/or damages arising out of or relating to (i) the Service Agreement; (ii) the rejection of any such application in respect of the services by the relevant Third-Party Service Provider;

- 2.1.15
- You understand that all transfer of money outside India is subject to the Reserve Bank of India guidelines including the liberalised remittance scheme. In the event the transaction does not come within the ambit of liberalised remittance scheme, the transaction may fail, and in such an event You will receive refund to Your source account. The Company shall not be liable for any delay in refund;
- 2.1.16
- You understand that You are required to share Your information, directly or indirectly, with Third-Party Service Providers such as accommodation partners, etc. In such case, You will be liable for all activities that is undertaken by You and the Company will not be liable to You or to any Third-Party Service Providers in any manner whatsoever;
- 2.1.17
- You agree and understand that the Company is not liable to communicate or make any request from the Third-Party Service Providers and that the Company shall only provide such information to the Third-Party Service Providers, on an “as-is” basis which it receives from You, where You undertake that the veracity of information shared with the Company;
- 2.1.18
- In the event You cancel the Ausbildung Services undertaken by You through the Website, You agree and understand that You will be bound by the refund or return terms and conditions of Ausbildung Services specified herein. In the event the Service is taken from a Third- Party Service Provider, You will be bound by the terms and conditions of such Third-Party Service Provider and You agree and understand that the Company shall not be liable. You further agree that the Company shall not be liable to provide any refund to You nor shall be liable to ensure proper refunds being made by the Third-Party Service Providers except as provided herein; and
- 2.1.19
- By using Ausbildung Services provided by the Company on the Website, You agree to share Your details with any Third-Party Service Provider for the fulfilment of the Ausbildung Services.

3. Ausbildung **Services**

- 3.1
- This Website offers for sale the following service/package to You (“**Ausbildung Services**”):

Ausbildung Course: INR 315,000 + GST	
Segment	Service Details
Application Assistance	Detailed Profile Evaluation
	Eligibility Check
	1:1 Mentorship & Document analysis
	CV Writing & Profile Building
	Application submission for Ausbildung Programs
Language Learning Courses and Exam	German Classes A1
	German Classes A2
	German Classes B1

	German Test Fees ( A1-B1 )
Visa Assistance	Visa Appointment & Document Readiness
	Visa Questions & Mock Interview Preparation
	Visa Slot Application Fees
Flight	Flight Booking and Assistance
Accommodation Assistance	Accommodation Assistance
Note: customer is liable to pay for the Post Arrival services with an additional payment of 1100 Euros upon receiving the offer letter	

3.2 By purchasing any of the packages as offered under the Ausbildung Services, You agree to be bound by the terms set forth in this Agreement.

4. Terms and Conditions with respect to Ausbildung Services.

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

4.2 You may choose to purchase any of the packages as offered by the Company under the Ausbildung Services by paying the Ausbildung Cost.

4.3 The Goethe A1-B1 Level exam preparation and A1-B1 test booking scholarship under package of Ausbildung Services is valid only for one (1) attempt. In case of no show or failing the respective level exam in first attempt, You shall have to pay such cost as may be communicated by the Company for attending subsequent respective level exam preparation classes and/or for subsequent attempts.

4.4 Company only provides assistance in procuring loan and/or accommodation from Third-Party Service Providers.

4.5 Company in no manner guarantees/commits/ensures success of any such loan/accommodation application. The Third-Party Service Provider providing such loans and accommodation have the sole and absolute discretion on the processing and/approval of any application for loan or accommodation and Company has no control/discretion over the process or over Third-Party Service Provider.

4.6 The loan/financial assistance, if any, availed by You from any bank/financial institution shall be governed by the terms of the loan facility of the respective bank or financial institution and Company shall not entertain any request with respect to disbursal, interest rate, loan closure etc.

4.7 Company shall not be made a Party to any dispute arising out or in connection to any dispute arising out or in connection to any such loan facility availed by You.

4.8 You acknowledge the fact that Company has no obligation to repay the loan availed by You. You further acknowledge the fact that Company has no obligation to repay the loan availed by You from any bank/financial institution.

4.9 The Company shall not be liable to follow up or to represent You in any manner whatsoever before any University/agent/third party etc.

4.10 You also acknowledge the fact that the Company is not liable in any manner whatsoever for refund of any amount paid by You to the university towards Your application, deposit etc.

## 5. Refund

5.1 It is hereby clarified that the Company shall not be responsible for any refund from any Third-Party Service Provider. Any such refund request must be taken up by You directly with the respective Third-Party Service Provider.

5.2 In case You are purchasing the Ausbildung and Your visa application is rejected for reasons not attributable to You, the Company shall refund the amount of INR 10,000/- (Indian National Rupees Thirty Thousand only).

5.3 Third-Party Loan Financing: If the customer obtains a loan for purchasing the Ausbildung through a Third-Party Provider, the subvention cost covered by Leverage shall be deducted from the amount to be refunded.

5.4 Price Discount Scenario: When a customer receives a discount on the original service price, the difference between the original and discounted prices will be subtracted from the refundable amount.

5.5 Refunds will not be applicable under the following circumstances:

- If the customer has received an offer letter from their preferred
- If more than three (3) months have passed from the date of opting for the offered package.
- If the customer voluntarily changes or withdraws from their study abroad plans.
- If the customer has submitted forged or false documents at any stage of the application process, including but not limited to academic transcripts, financial documents, or identification.
- If the customer fails to clear an interview, entrance test, or any mandatory selection criteria.
- If the customer's visa is rejected for any reason, the Company shall not be held liable, and no refund shall be provided on that basis.

5.7 All refund requests must be sent in writing via email to **studentsuccess@leverageedu.com**. Any refund requests made through other channels shall not be entertained.

5.8 In cases where the customer has opted for any no-cost EMI service to purchase the Ausbildungen, the customer shall remain solely responsible for closing the loan in full, particularly in the event the customer decides to cancel or modify their study abroad plans.

5.9 All refunds shall be net of applicable taxes.

5.10 Except as provided in this Clause, You agree that You shall not be eligible for any refund in any situation whatsoever.

## 6. Communication Policy

6.1 By accepting the T&C, You accept the following:

6.2 The Company may send alerts to the mobile phone number provided by You while registering with the Website for Ausbildung Services or on any updated mobile number subsequently provided by You on the Website, or via e-mail or push notifications. The alerts shall be received, in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the email servers and e-mail ids are functional, and in case of push-notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in "Off" mode or if the e-mail servers or ids are not functional or if the push notifications feature has been turned off, then You may not get the alert at all or get delayed messages.

6.3 The Company will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that You shall have received the information sent from the Company as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Website or availing the Ausbildung Services. The Company shall not be under any

obligation to confirm the authenticity of the person(s) receiving the alert. You shall not hold the Company liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.

- 6.4 You shall comply with the terms and conditions of Third-Party Service Providers in connection with the Ausbildung Services. You authorize the Company to contact You and communicate with You for Ausbildung Services or other related offer(s). The Company may use Third-Party Service Providers to send alerts or communicate with You. You authorize the Company to override the DND settings to reach out to You over calls, SMS, emails and any other mode of communication.
- 6.5 The SMS/e-mail alert/push notification service provided by the Company is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that You observe any error in the information provided in the alert, You shall immediately inform the Company of the same, the Company will make the best possible efforts to rectify the error as early as possible. You shall not hold the Company liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification facility.
- 6.6 The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depends on many factors including the infrastructure and connectivity of the service provider. The Company shall not be responsible for any non-delivery, delayed delivery, or distortion of the alert in any way whatsoever.
- 6.7 You shall indemnify and hold harmless the Company and the SMS/e-mail service provider, including its Affiliates, and their respective agents, officers, employees, directors and shareholders (and persons holding comparable positions) from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever, including legal charges and attorney's fees which the Company or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an unrelated third party provided by You; and/or (iii) the Customer receiving any message relating to the Ausbildung Services from the Company and/or the SMS/e-mail service provider.

## **7. Use of Website**

- 7.1 You understand that except for information, products or service clearly indicated as being supplied by the Company, we do not operate, control, or endorse any information, products or services on the internet in anyway. You also understand that the Company cannot and does not guarantee or warrant that files available for download through the Website will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy Your particular requirements of internet security and for accuracy of data input and output.
- 7.2 As long as You accept and comply with the terms and conditions of this Agreement, the Company grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the Website and/or avail the Ausbildung Services.

## **8. Prohibited Conduct**

- 8.1 By accessing or using the Website or by availing Ausbildung Services, You agree not to do the following:
- 8.2 Violate the terms of this Agreement mentioned herein or any Applicable Law for the time being in force;
- 8.3 Impersonate any person or entity, falsely claim or otherwise misrepresent Your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Ausbildung Services, perform any other similar fraudulent activity or otherwise avail the Ausbildung Services with what we believe to be potentially fraudulent funds;
- 8.4 Infringe our or any third party's intellectual property rights, rights of publicity or privacy;

- 8.5 Use the Ausbildung Services if You are under the age of 18 years without a parental sponsor or, in any event, use the Ausbildung Services if You are under the age of 13 years even with a parental sponsor and in accordance with Applicable Law;
- 8.6 Post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
- 8.7 Post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
- 8.8 Refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provide by You to the Company;
- 8.9 Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Ausbildung Services and the Website or features that enforce limitations on the use of the Ausbildung Services or the Website;
- 8.10 Access or attempt to access the Ausbildung Services by any means other than through the interface that is provided by the Company and in the manner permitted thereby. You specifically undertake not to access or attempt to access the Ausbildung Services through any automated means (including by use of scripts or web crawlers);
- 8.11 Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Ausbildung Services or the Website or any part thereof, except and only to the extent this is expressly permissible by Applicable Law;
- 8.12 Use the Ausbildung Services or the Website in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Ausbildung Services or the Website in an automated manner;
- 8.13 Modify, adapt, translate or create derivative works based upon the Ausbildung Services and the Website or any part thereof, except and only to the extent that that this is permissible by Applicable Law;
- 8.14 Intentionally interfere with or damage operation of the Ausbildung Services or the Website or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- 8.15 Use any robot, spider, other automatic device, or manual process to monitor or copy the Website without prior written permission;
- 8.16 Interfere or disrupt the Website or networks connected to the Website
- 8.17 Take any action that imposes an unreasonably or disproportionately large load on Company's infrastructure/network,
- 8.18 Use any device, software or routine to bypass the Website's robot exclusion headers, or interfere or attempt to interfere, with the Ausbildung Services;
- 8.19 Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Website or to manipulate Your presence on the Website;
- 8.20 Sell the Ausbildung Services, information, or software associated with or derived from it;
- 8.21 Use the facilities and capabilities of the Website to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- 8.22 Breach this Agreement or any other agreement or policy as may be applicable pursuant to this Agreement;
- 8.23 Provide false, inaccurate or misleading information;
- 8.24 Use the Website to collect or obtain personal information, including without limitation, financial



information about other users of the Website, except and only as expressly provided in this Agreement;

- 8.25 Use the Ausbildung Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to the Company, a third party or You;
- 8.26 Take any action that may cause the Company to lose any of the Services from its service providers or lose any of its business partners, including mobile operators or telecom companies, payment processors or other suppliers;
- 8.27 Send automated request of any kind to the Website without express permission in advance from the Company;
- 8.28 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; and
- 8.29 Host, display, upload, modify, publish, transmit, store, update or share any information that is (i) obscene, pedophilic, racially or ethnically objectionable, relating or encouraging money laundering or gambling; or (ii) belongs to another person and to which You do not have any right or which is harmful to child; and (iii) is false and untrue information and which 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.

## **9. Other Terms and Conditions**

- 9.1 Additional terms and conditions may apply in order for You to avail Ausbildung Services and to specific portions or features of the Website, including contests, promotions or other similar features, all of which terms are made a part of this Agreement by this reference. You agree to abide by such other terms and conditions, including where applicable, representing that You are of sufficient legal age to use or participate in such service or feature. If there is a conflict between this Agreement and the terms posted for or applicable to a specific portion of the Website or for Ausbildung Services offered on or through the Website, the latter terms shall control with respect to Your use of that portion of the Website or the Ausbildung Services the Company acts as a mere facilitator between You and the Third- Party Service Providers.
- 9.2 For providing the above-mentioned Ausbildung Services to You, the Company shall, on behalf of the Third-Party Service Provider, collect information/documents from You and share such information/documents with such Third-Party Service Provider. The Privacy Policy of the Third-Party Service Provider shall govern the collection, storage, usage, and transfer of the information shared by You.
- 9.3 The Company may share Your personal data with other corporate entities and Affiliates, including but not limited to entities and Affiliates in foreign jurisdictions, Third-Party Service Provider, to facilitate the Ausbildung Services. Furthermore, any information shared by You or collected by us may be shared with the Third-Party Service Providers so as to ensure regulatory compliances in relation to our Ausbildung Services.
- 9.4 You understand and acknowledge that the Company has partnered with various Third-Party Service Providers for the Ausbildung Services. By using a Third-Party Service Provider, You shall abide by the terms of such Third-Party Service Provider.
- 9.5 In the event any Third-Party Service Provider stores any information, the Company will not be responsible for such storage, and it will be solely at Your discretion to allow such Third-Party Service Provider 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 the Company is in no way liable for any such losses and is neither responsible to reimburse / make good such losses in any manner whatsoever. It is recommended for You to read and understand the terms and conditions and the privacy policy of such Third-Party Service Provider whose services You may use.
- 9.6 You undertake that You shall be availing our Ausbildung Services only for lawful purpose. You hereby represent and warrant that by availing/purchasing Ausbildung Services, You shall

be in compliance of and not contravene the anti-money laundering Laws. You agree to indemnify and agree to keep indemnified and harmless the Company from any loss, costs, charges, expenses that may be levied upon or may be incurred by the Company or in the event that any regulatory action is taken against the Company in the event that any remittance transaction in lieu of the Ausbildung Services is found to be in violation of Law in India

## **10. Termination and Agreement Violations**

- 10.1 You agree that the Company, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your use of the Ausbildung Services/Website. The Company may also, in its sole discretion, and at any time discontinue providing access to the Ausbildung Services, or any part thereof, with or without notice. You agree that any termination of Your access to the Ausbildung Services /Website may be effected without prior notice, and You agree that the Company shall not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have at Law or in equity. Upon termination for any reason, You agree to immediately stop using the Ausbildung Services/Website.

## **11. Limitation of Liability and Damages**

- 11.1 In no event, the Company or its contractors, agents, licensors, partners or suppliers shall be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to (i) this Agreement; (ii) the Ausbildung Services, the Website or any reference site/app/platform/service; or (iii) Your use or inability to use the Ausbildung Services, the Website (including any and all materials) or any reference sites/app/platform/service, even if the Company or an authorized representative of the Company has been advised of the possibility of such damages. In no event, the Company, directors, employees, agents shall be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; the Ausbildung Services, the Website or any reference site/app/platform/service; or (iii) Your use or inability to use the Ausbildung Services, the Website (including any and all materials) or any reference sites/app/platform/service; or (iv) any other interactions with the Company, however caused and whether arising in contract, tort, including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the Ausbildung Services or the Website giving rise to the cause of action, or beyond or in excess Rs. 5,000, whichever is lesser. Further, You agree not to sue or otherwise seek to enforce any personal obligation against the Company and/or its Affiliates and/or representatives in relation with (i) this Agreement; (ii) the Ausbildung Services, the Website or any reference site/app/platform/service; or (iii) Your use or inability to use the Ausbildung Services, the Website (including any and all materials) or any reference sites/app/platform/service, even if the Company or an authorized representative of the Company has been advised of the possibility of such damages. You acknowledge and agree that the Company has offered its products and Ausbildung Services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and the Company, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and the Company. The Company would not be able to provide the Ausbildung Services to You on an economically reasonable basis without these limitations. Applicable Law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to Applicable Law. In such cases, the Company's liability shall be limited to the fullest extent permitted by Applicable Law. This paragraph shall survive the termination of this Agreement.

## **12. Indemnification**

- 12.1 You agree to indemnify, save, and hold the Company, its Affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the Ausbildung Services or of the Website; (ii) any violation by You of this Agreement; (iii) breach of any Service Agreements; or (iii) any breach of the representations, warranties, and covenants made by You herein. Leverage reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the Company, including rights to settle, and You agree to cooperate with the Company's defense and settlement of these claims. The Company will use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

## **13. Disclaimer and No Warranties**

- 13.1 To the fullest extent permissible pursuant to Applicable Law, the Company and Third-Party Service Providers disclaim all warranties or guarantees – whether statutory, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by You from the Company or through the Ausbildung Services or the Website shall create any warranty or guarantee other than those expressly stated herein. For the purposes of this disclaimer, You expressly acknowledge that as used in this section, the term "Company" includes Company's officers, directors, employees. You expressly agree that use of the Ausbildung Services on the Website is at Your sole risk. It is Your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Website or on the internet generally. The Company does not warrant that the Ausbildung Services shall be uninterrupted or error-free or that defects in the Website shall be corrected. The Ausbildung Services and the Website and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Ausbildung Services and the Website are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. The Company, and its partners do not warrant that the data, software, functions, or any other information offered on or through the Ausbildung Services/Website or any reference sites/platforms/apps/services shall be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing shall be corrected. The Company and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Ausbildung Services/Website or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that You use, access, download, or otherwise obtain information, materials, or data through the Ausbildung Services/Website or any reference sites/platforms/apps/services at Your own discretion and risk and that You shall be solely responsible for any damage to Your property (including Your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and You should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event shall Company be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Ausbildung Services/Website.

## **14. Confidentiality**

- 14.1 Each Party acknowledges that, pursuant to this Agreement, it may have access to certain Confidential Information of the other Party and accordingly, each receiving Party agrees not to use, disclose, or permit access to any third party, of any Confidential Information of the disclosing Party.

## **15. Ownership and Proprietary Rights**

- 15.1 The Ausbildung Services and the Website are owned and operated by the Company. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Ausbildung Services and the Website provided by the Company (hereafter “**Materials**”) are protected by Indian copyright, patent and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and Applicable Laws. As between You and the Company, all Materials, trademarks, service marks, and trade names contained on the Website are the property of the Company. You agree not to remove, obscure, or alter Company’s or any third party’s copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Ausbildung Services/Website. Except as expressly authorized by the Company, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. The Company reserves all rights not expressly granted in this Agreement. Please note that by doing so, You hereby irrevocably assign to the Company, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

## 16. Force Majeure

- 16.1 Should either Party hereto be delayed in or prevented, in whole or in part, from performing any obligation or condition hereunder, or from exercising its rights by reason or as a result of any force majeure, such Party shall be excused from performing such obligations or conditions while such Party is so delayed or prevented, except Your payment obligations which You agree to pay without any delay even during the Force Majeure. The term “**Force Majeure**” as used herein 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, terrorism, epidemics, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities or incompatibilities, lockdowns, or other similar causes beyond the control of such Party.

## 17. Modification of this Agreement

- 17.1 The Company reserves the right to change, modify, add, or remove portions of this Agreement (each, a “**Change**” and collectively, “**Changes**”) at any time by posting notification on the Website or otherwise communicating the notification to You. The Changes shall become effective, and shall be deemed accepted by You, 24 (twenty-four) hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the Website, availing the Ausbildung Services or for payment transactions initiated after the posting date. If You do not agree with any such Change, Your sole and exclusive remedy is to terminate Your use of the Ausbildung Services /Website. For certain Changes, the Company may be required under Applicable Law to give You advance notice, and the Company will comply with such requirements. Your continued use of the Website following the posting of Changes shall mean that You accept and agree to the Changes.

## 18. Notice

- 18.1 The Company may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Website or by any other reasonable means. Except as otherwise set forth herein, notice to the Company must be sent by courier or registered mail to [customersuccess@leverageedu.com](mailto:customersuccess@leverageedu.com).

## 19. Waiver

- 19.1 The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by the Company.

## 20. Dispute Resolution

- 20.1 If any dispute, controversy or claim arises under this Agreement or in relation to any Ausbildung Services or the Website, including any question regarding the existence, validity or termination of this Agreement (hereinafter “**Dispute**”), the Parties shall use all reasonable endeavours to resolve such Dispute amicably. If the Parties are unable to resolve the Dispute amicably within 30 (thirty) days of the notice of such Dispute, the Company may elect to resolve any Dispute by a binding

arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter "**Arbitration Act**"). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other Party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Arbitration Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either You or the Company may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi necessary to protect the rights or the property belonging to You or the Company (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor Company may disclose the existence, content or results of any arbitration, except as may be required by Law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration shall be borne by You. In all arbitrations, each Party shall bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

## **21. Governing Law**

- 21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of India.

## **22. Severability**

- 22.1 If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision shall be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions shall remain valid and enforceable.

## **23. Survival**

- 23.1 Upon termination of this Agreement, any provision which, by its nature or express terms should survive, shall survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

## **24. Headings**

- 24.1 The heading references herein are for convenience purposes only and they do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

## **25. Entire Agreement**

- 25.1 This Agreement shall be the entire agreement and understanding between You and the Company relating to the subject matter hereof and this Agreement shall not be modified except by a change to this Agreement made by the Company in accordance with the terms of this Agreement.