

Terms & Conditions for Scholarship Program

GENERAL TERMS

- A. This website with the URL of <https://leverageedu.com/> (“**Website**”) is operated by Vasudhaiva Kutumbakam Group Private Limited (“**VKGPL**”).
- B. The students are advised to read VKGPL’s terms and conditions and privacy policy along with this Policy.
- C. Please read this Policy before making a purchase on this Website. By using this Website, the student agrees to be bound by the terms contained in this Policy. If the student does not agree to the terms contained in this Policy, the student is advised not to transact on this Website.

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**” means and includes all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, judgment, award, or decree of any Governmental Authority.
- 1.2 “**DIAC Rules**” shall have the meaning ascribed to it in Clause 12.
- 1.3 “**Dispute**” shall have the meaning ascribed to it in Clause 12
- 1.4 “**Eligible Students**” shall mean the first 80 students who avail Services from VKGPL through the link <https://leverageedu.com/study-abroad-scholarship/> including but not limited for making an application for admission with a foreign college / university through VKGPL during the Scholarship Period and submitting the VISA Copy with VKGPL within the VISA Copy Submission Date.
- 1.5 “**Force Majeure**” shall have the meaning ascribed to it in Clause 9.
- 1.6 “**Governmental Authority**” means any statutory authority, government authority, department, entity, agency, commission, board, tribunal, court or arbitrator, in India (and country for which the Eligible Student applies for a visa) and includes any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, or instrumentality of India (and country for which the Eligible Student applies for a visa).
- 1.7 “**KYC**” means know your customer.
- 1.8 “**Platform**” shall have the meaning ascribed to it in Clause 2.2.
- 1.9 “**Scholarship Period**” shall mean the period commencing on June 03, 2024 and ending at 2359 hours on July 31, 2024.
- 1.10 “**Scholarship Program**” shall have the meaning ascribed to it in Clause 2.2.
- 1.11 “**Services**” shall mean the ‘Study Abroad’ service provided by VKGPL.
- 1.12 “**T&C**” shall have the meaning ascribed to it in Clause 1.
- 1.13 “**Third-Party Service Providers**” shall have the meaning ascribed to it in Clause 5.5.
- 1.14 “**VISA Copy**” shall mean a visa for studying abroad issued by the relevant Governmental Authority or department of the concerned country or state.
- 1.15 “**VISA Copy Submission Date**” shall mean the date not exceeding Aug 31 2024.

1.16 **“You”** shall mean the individual/consumer who uses the Platform or participates in the Scholarship Program through the Platform.

2. Use of the Platform Services

2.1 This T&Cs is an electronic record in terms of Information Technology Act, 2000 and rules there under 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.

2.2 Please read the following T&C carefully before registering on, accessing, browsing, downloading or using the Website located at <https://leverageedu.com/>, (hereinafter collectively, the **“Platform”**) run by Vasudhaiva Kutumbakam Group Private Limited, having its registered office at B1/A5, Block E, Mohan Cooperative Industrial, New Delhi, South East Delhi - 110044, India on any device and/or before availing the Services offered by VKGPL on the Platform in connection with the scholarship program that may be offered by VKGPL on the Platform (hereinafter the **“Scholarship Program”**).

3. Acceptance

3.1 By registering on, accessing, browsing, downloading or using the Platform for availing the Scholarship Program, You agree to be bound by the T&C and/or any service-specific terms and conditions applicable to the Scholarship Program and/or any Third Party Service Provider’s terms and conditions applicable to the Scholarship Program. The T&Cs contemplated herein shall also include any additional or modified terms and conditions in relation to the Scholarship Program. By registering on, accessing, browsing, downloading or using (as applicable) the Platform or applying for the Scholarship Program, You automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of the T&C or do not wish to be bound by the T&C, You may not access, browse or use the Platform and immediately terminate Your availing the Services. Accepting or agreeing to the T&C shall constitute a legal contract between You and VKGPL. The Scholarship Program shall be used solely by You, subject to Your adherence with the T&C. As long as You accept and comply with these T&C, VKGPL grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and participate in the Scholarship Program.

4. Eligibility

4.1 If You are an Eligible Student, You may be entitled to the Scholarship Program of VKGPL as follows:

4.1.1 The first 20 (twenty) amongst the Eligible Student will be entitled to a scholarship of INR 1,00,000/- (Indian Rupees One Lakh) each;

4.1.2 The next 30 (thirty) amongst the Eligible Students, i.e., the 21st student making an application for admission with a foreign college / university through VKGPL during the Scholarship Period up to the 50th student, will be entitled to a scholarship of INR 50,000/- (Indian Rupees Fifty Thousand) each;

4.1.3 The last 30 (thirty) amongst the Eligible Students, i.e., the 51st student making an application for admission with a foreign college / university through VKGPL during the Scholarship Period up to the 80th student, will be entitled to a get a laptop.

- 4.2 You expressly acknowledge and agree that:
- 4.2.1 You are 18 years of age;
 - 4.2.2 You are a natural person;
 - 4.2.3 You are capable of entering and authorized to enter into a legally binding agreement;
 - 4.2.4 all registration information You submit is accurate and truthful;
 - 4.2.5 You will maintain the accuracy of such information;
 - 4.2.6 You are not barred or otherwise legally prohibited from accessing or using Platform or Services under the laws of India;
 - 4.2.7 You agree to provide KYC and similar relevant details and documents to VKGPL, in electronic and physical form, as may be required by VKGPL. You further agree to provide Your Visa Copy to VKGPL on scholarshipoffers@leverageedu.com . Further, You hereby authorise VKGPL to use Your KYC and details for all such Scholarship Program that VKGPL may offer, by itself or through Third Party Service Providers.

5. Other Terms and Conditions

- 5.1 The benefits of the Scholarship Program is non-transferrable, non-assignable and shall not be redeemable for cash or any other consideration.
- 5.2 VKGPL shall have the sole right and discretion to decide whether You are an Eligible Student or not, and whether You are entitled to the scholarship benefits under the Scholarship Program.
- 5.3 If You are an Eligible Student eligible for a scholarship benefit in accordance with Clause 4.1 above, You shall have to claim the benefit within the time period as informed to You by VKGPL, failing which VKGPL shall have a right to not give the scholarship benefit to You and forfeit such benefit to such an extent.
- 5.4 Notwithstanding the expiry of the Scholarship Period, VKGPL reserves the sole right to withdraw or modify the Scholarship Program not yet availed by the students without any prior intimation or notice to You.
- 5.5 VKGPL may enter into arrangements with third-party service providers or dealers ("**Third-Party Service Providers**") for providing the scholarship benefits to the Eligible Students such as providing laptops to Eligible Students in accordance with Clause 4.1.2 above.
- 5.6 You further understand and acknowledge that VKGPL does not have any control over the services and products supplied by Third-Party Service Providers under the Scholarship Program. You agree and understand that You shall be bound by the terms and conditions of such Third-Party Service Providers. In the event of any claim for damage or breach of warranty or guarantee, You shall make the claim directly with such Third-Party Service Providers in accordance with the terms and conditions as set out by them and You shall not make any claim of warranty or guarantee or deficiency of service or claim for physical damage, damage of property, hardware, fire, etc. against VKGPL, and to such effect You hereby waive all Your rights to such extent.
- 5.7 You understand and acknowledge that VKGPL has partnered with various Third Party Service Providers for the Services. By using a Third Party Service Provider, You shall abide by the terms of such Third Party Service Provider.
- 5.8 VKGPL shall not be liable for any tax payments or tax claims on Your behalf, and

consequently all tax payments shall be done by You and the tax burden shall be on You. The benefits of the Scholarship Program shall be subject to applicable tax laws and deductions permissible under tax laws. In the event any tax liability or tax burden is imposed on VKGPL, You agree to make good such loss to VKGPL and to such extent You agree to indemnify VKGPL.

6. Limitation of Liability and Damages

In no event, VKGPL or its directors, employees or agents shall be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to the Scholarship Program. In no event shall VKGPL and its directors, employees, agents shall be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to Your participating or failure to participate in the Scholarship Program. Further, You agree not to sue or otherwise seek to enforce any obligation against VKGPL and/or its Affiliates and/or representatives in relation with the Scholarship Program. You acknowledge and agree that VKGPL has offered the Scholarship Program 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 VKGPL, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and VKGPL. VKGPL would not be able to provide the Scholarship Program 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, VKGPL's liability shall be limited to the fullest extent permitted by Applicable Law. This paragraph shall survive the termination of this T&Cs.

7. Indemnification

You agree to indemnify, save, and hold VKGPL, 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 Scholarship Program or of the Platform; (ii) any violation by You of the terms of the Scholarship Program; or (iii) any breach of the representations, warranties, and covenants made by You herein. VKGPL reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify VKGPL, including rights to settle, and You agree to cooperate with VKGPL's defense and settlement of these claims. VKGPL 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 T&Cs.

8. Disclaimer and No Warranties

To the fullest extent permissible pursuant to Applicable Law, VKGPL 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 VKGPL or through the

Platform 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 “VKGPL” includes VKGPL’s officers, directors, employees. You expressly agree that participation in the Scholarship Program 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 site or on the internet generally. VKGPL does not warrant that the Scholarship Program shall be uninterrupted or error-free or that defects in the site shall be corrected. The Scholarship Program and the Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the Services and the site 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. VKGPL, and its partners do not warrant that the data, software, functions, or any other information offered on or through the Scholarship Program or the Platform 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. VKGPL and its licensors, and partners do not warrant or make any representations regarding the use or the results of the participation in the Scholarship Program or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. This paragraph shall survive termination of this T&Cs.

9. Force Majeure

Should VKGPL 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, VKGPL shall be excused from performing such obligations or conditions. 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, pandemics and its affects, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities or incompatibilities, or other similar causes beyond the control of such party.

10. Notice

VKGPL may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Platform or by any other reasonable means. Except as otherwise set forth herein, notice to VKGPL must be sent by courier or registered mail to grievance@leverageedu.com.

11. Waiver

The failure of VKGPL to exercise or enforce any right or provision of this T&Cs shall not constitute a waiver of such right or provision. Any waiver of any provision of this T&Cs shall be effective only if in writing and signed by VKGPL.

12. Dispute Resolution

In the event of a dispute, difference, controversy or claim arising out of or in connection with or relating to any of the matters set out in this T&Cs, including any dispute regarding its existence, validity, interpretation or breach (“**Dispute**”) arising between the Parties hereto in connection with or in relation to this T&Cs, shall be

settled by the Parties mutually. In the event the Parties are unable to mutually resolve the Dispute within 15 (fifteen) days from the date a Party informs the other Party of such Dispute, then the Dispute shall be settled in accordance with the Delhi International Arbitration Rules (“**DIAC Rules**”). The seat and venue of the arbitration shall be at New Delhi and the proceedings shall be in English. The arbitrator shall give a written and reasoned award, and also decide on the costs of the arbitration proceedings.

13. Governing Law

This T&Cs 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.

14. Severability

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