

Terms & Conditions for Leverage Careers Internship Guarantee Program

GENERAL TERMS

- A. This website with the URL of leveragecareers.com (“**Website**”) is operated by Vasudhaiva Kutumbakam Group Private Limited (“**VKGPL**”).
- B. The Program is operated by VKGPL in association with its Partner.
- C. You are advised to read VKGPL’s terms and conditions and privacy policy along with this T&C and the Partner’s Terms and Conditions.
- D. Please read this T&C along with the Partner’s Terms and Conditions (“**Applicable Policies**”) before making a purchase on this Website. By using this Website, you agree to be bound by the terms contained in the Applicable Policies. If You do not agree to the terms contained in the Applicable Policies, You are 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 13.
- 1.3 “**Dispute**” shall have the meaning ascribed to it in Clause 13.
- 1.4 “**Force Majeure**” shall have the meaning ascribed to it in Clause 10.
- 1.5 “**Guaranteed Internship**” means 1 (one) guaranteed unpaid internship in the field/career and the country of the choice of Registered Student. However, the following courses/fields shall not be guaranteed: (i) Core Engineering; (ii) Green Tech; (iii) Sustainability; (iv) Logistics & Supply Chain; (v) Urban Planning; (vi) Architecture; (vii) Healthcare; (viii) Pharmaceuticals; (ix) Sports Management; and (x) Health Tech.
- 1.6 “**Governmental Authority**” means any statutory authority, government authority, department, entity, agency, commission, board, tribunal, court or arbitrator, in India and includes any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, or instrumentality of India.
- 1.7 “**KYC**” means know your customer.
- 1.8 “**Partner**” means the internship partner appointed by VKGPL.

- 1.9 **“Partner’s Terms and Conditions”** means the terms and conditions as available [here](#).
- 1.10 **“Platform”** shall have the meaning ascribed to it in Clause 2.2.
- 1.11 **“Program”** shall have the meaning ascribed to it in Clause 2.2.
- 1.12 **“Program Fees”** means the fee as communicated by VKGPL to You.
- 1.13 **“Registration Fees”** shall have the meaning ascribed to it in Clause 5.1.
- 1.14 **“Registered Student”** means the individual/consumer who has successfully registered on the Platform and has paid the Registration Fees to VKGPL.
- 1.15 **“Services”** means the services provided by VKGPL in relation with the Program.
- 1.16 **“T&C”** shall have the meaning ascribed to it in Clause 1.
- 1.17 **“You”** shall mean the individual/consumer who uses the Platform or participates in the Guaranteed Internship 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 leveragecareers.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 guaranteed internship program that may be offered by VKGPL on the Platform (hereinafter the **“Program”**).

3. Acceptance

- 3.1 By registering on, accessing, browsing, downloading or using the Platform for availing the Program, You agree to be bound by the T&C and/or any service-specific terms and conditions applicable to the Program. The T&Cs contemplated herein shall also include any additional or modified terms and conditions in relation to the Program. By registering on, accessing, browsing, downloading or using (as applicable) the Platform or applying for the 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

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 Program.

4. Eligibility

- 4.1 You expressly acknowledge and agree that:
 - 4.1.1 You are 18 years of age;
 - 4.1.2 You are a natural person;
 - 4.1.3 You are capable of entering and authorized to enter into a legally binding agreement;
 - 4.1.4 All registration information You submit is accurate and truthful;
 - 4.1.5 You will maintain the accuracy of such information;
 - 4.1.6 You are not barred or otherwise legally prohibited from accessing or using Platform or Services under the laws of India;
 - 4.1.7 You provide correct and accurate KYC and similar relevant details and documents to VKGPL, in electronic and physical form, as may be required by VKGPL for Program. Further, You hereby authorise VKGPL to use Your KYC and details for all such Services that VKGPL may offer.

5. Terms and Conditions

- 5.1 If You are a Registered Student under the Program, You will be provided with unpaid Guaranteed Internship. At the time of registration on the Website, you shall be required to pay a registration fee amounting to 10% of the Program Fees (“**Registration Fees**”). Post payment of the Registration Fee, VKGPL will guide the Registered Student to select the relevant career/field and applying for relevant and available opportunities on the Partner’s website/portal.
- 5.2 From the date of payment of the Registration Fees and for a period of 8 (eight) weeks therefrom, VKGPL along with its Partner will try and arrange interviews for the Registered Student with the relevant companies.
- 5.3 In case where VKGPL is unable to provide Guaranteed Internship in the Registered Student’s choice of country, VKGPL, after consultation with the Registered Student may provide Guaranteed Internship opportunity in other countries.
- 5.4 Upon intimation of an Guaranteed Internship offer to the Registered Student by VKGPL, the Registered Student shall within 5 (five) days from the date of such intimation received from VKGPL shall pay the remaining 90% of the Program Fees to VKGPL.
- 5.5 The Registered Student shall not be provided with a confirmation for the Guaranteed

Internship until and unless Program Fees is paid by the Registered Student.

- 5.6 In case where the Registered Student fails to pay the Program Fees, the Guaranteed Internship offer shall not be provided to the Registered Student and shall not be entitled to refund of the Registration Fees. Further, VKGPL at its sole discretion may de-register the Registered Student from the Platform.

6. Other Terms and Conditions

- 6.1 The benefits of the Program are non-transferrable, non-assignable and shall not be redeemable for any other consideration.
- 6.2 VKGPL reserves the sole right to withdraw or modify the Program not yet availed without any prior intimation or notice to You.
- 6.3 VKGPL or its Partner does not in any way guarantee/promise any offer for employment after completion of the Guaranteed Internship. No terms and conditions in this T&C shall be construed as a promise or guarantee to provide an offer for employment with any company.
- 6.4 Once VKGPL has provided the confirmation with respect to the Guaranteed Internship to a Registered Student and thereafter if the Guaranteed Internship is revoked by the company for reasons attributable to the Registered Student during the term of the internship, VKGPL shall not be liable for any refund or claims by the Registered Students.
- 6.5 In case of a Refund, it shall be initiated within 10 (ten) working days.
- 6.6 The Registration Fees shall only be refunded in the following cases:
 - 6.6.1 Within 3 (three) days from the date of payment of Registration Fees the Registered Student has through a written communication requested to refund the Registration Fees; or
 - 6.6.2 If VKGPL or its Partner has failed to provide a Guaranteed Internship opportunity to the Registered Student within a period of 8 (eight) weeks from the date of payment of Registration Fees.

7. 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 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 Program. Further, You agree not to sue or otherwise seek to enforce any obligation against VKGPL and/or its affiliates and/or Partner and/or representatives in relation with the Program. You acknowledge and agree that VKGPL has offered the Services in reliance upon the disclaimers and the limitations of liability set forth herein, that the disclaimers and the limitations of liability set forth

herein reflect a reasonable and fair allocation of risk between You and VKGPL, and that the disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and VKGPL. 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.

8. 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 Program or of the Platform; (ii) any violation by You of the terms of the 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.

9. Disclaimer and No Warranties

To the fullest extent permissible pursuant to Applicable Law, VKGPL 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 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 Program shall be uninterrupted or error-free or that defects in the site shall be corrected. The 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 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 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.

10. 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.

11. 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 studentsuccess@leverageedu.com.

12. 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.

13. 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.

14. Governing Law

These 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.

15. 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.