

Terms & Conditions

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 “**Act**” shall have the meaning ascribed to it in Clause 19.1;
- 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 have the meaning ascribed to it in Clause 3.1;
- 1.4 “**Candidate**” or “**You**” shall mean any individual who avails or seeks to avail the Services and enrol in the Program(s).
- 1.5 “**Change**” or “**Changes**” shall have the meaning ascribed to it in Clause 16.1;
- 1.6 “**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;

- 1.7 **“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;
- 1.8 **“Direct Nursing Program Services”** shall have the meaning ascribed to it in Clause 2.3;
- 1.9 **“Dispute”** shall have the meaning ascribed to it in Clause 19.1;
- 1.10 **“Force Majeure”** shall have the meaning ascribed to it in Clause 15.1;
- 1.11 **“Germany Ausbildung Program Services”** shall have the meaning ascribed to it in Clause 2.3;
- 1.12 **“KYC”** means know your customer;
- 1.13 **“Materials”** shall have the meaning ascribed to it in Clause 14.1;
- 1.14 **“Parties”** shall mean You and Leverage;
- 1.15 **“Platform”** shall have the meaning ascribed to it in Clause 2.2;
- 1.16 **“Program”** shall mean the Germany Ausbildung Program and the Direct Nursing Program, as applicable, and as offered by Leverage.
- 1.17 **“Relative”** shall have the meaning ascribed to it under Section 2(77) of the Companies Act, 2013;
- 1.18 **“Services”** shall mean collectively the Germany Ausbildung Program Services and the Direct Nursing Program Services;
- 1.19 **“T&C”** shall have the meaning ascribed to it in Clause 1; and
- 1.20 **“Third Party Service Provider”** shall mean any individual, entity, authority, institution, organization, or agency, other than the Company, including without limitation lenders, bank, non-banking financial company (NBFC), or other financial institution, governmental authorities that provides services or is otherwise involved, directly or indirectly, in connection with the Program.

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://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 Area, South East Delhi, New Delhi, 110044 (“**Company**”) on any device and/or before enrolling in the Program offered by the Company. For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Services in connection with the Program, whether offered by the Company and/or its Affiliates.
- 2.3 In connection with the Program, the Company will be rendering the following Services to the Candidate, subject to the terms and conditions set forth herein:

Each of the below from Clauses 2.3.1 to 2.3.3 referred to as “**Germany Ausbildung Program Services**”:

- 2.3.1 **Language Training Services:** Company shall provide German language training from A1 to B1/B2 levels, which includes study material, assignments, assessments, mock tests, and trainer-led sessions. The Candidate expressly acknowledges and agrees that the results, progress, and outcomes of the language training are inherently uncertain and depend on numerous factors beyond Company’s control, including without limitation the Candidate’s aptitude, attendance, diligence, participation, effort, prior language knowledge, learning capacity, timely completion of coursework, and compliance with prescribed training guidelines.
- 2.3.2 **Placement Support Services:** Company shall provide placement support services to the Candidate, which may include assistance with CV creation and enhancement, employer or institution submissions, interview scheduling, interview preparation, and document advisory and compliance guidance. The Candidate expressly acknowledges and agrees that the progress and outcomes of the placement support services are dependent on multiple factors beyond Company’s reasonable control, including without limitation the Candidate’s qualifications, experience, performance in interviews, employer or institution requirements, market conditions, timelines, and compliance with applicable policies and procedures. Accordingly, Company makes no representations, warranties, or guarantees, express or implied, regarding selection, placement, issuance of offers, contractual terms, stipends, locations, or the Candidate’s successful placement, as all such decisions are made solely by the respective employers or institutions.
- 2.3.3 **Relocation Support Services:** The Company shall provide relocation support services to the Candidate, which may include documentation guidance, visa-related checklists, pre-departure advisory, and arrival orientation. While the Company shall bear applicable visa fees, translation fees, and verification fees, all travel, accommodation, insurance, and personal expenses shall remain the sole responsibility of the Candidate. The Candidate acknowledges and agrees that relocation outcomes, including but not limited to visa approval, processing timelines, immigration decisions, entry clearance, and post-arrival requirements, are subject to

the sole discretion of the relevant governmental authorities, institutions, service providers, and other third parties, and are influenced by factors beyond the Company's reasonable control. Accordingly, the Company makes no representations, warranties, or guarantees, express or implied, regarding visa approvals, processing times, immigration outcomes, travel arrangements, or the Candidate's successful relocation.

Each of the below from Clauses 2.3.4 to 2.3.6 referred to as "**Direct Nursing Program Services**":

- 2.3.4 **Language Training Services:** The Company shall provide structured language training, which may include assignments, mock tests, assessments, study materials, and trainer support. The Candidate acknowledges that language proficiency and examination outcomes depend on factors beyond the Company's control, and accordingly, the Company makes no representations, warranties, or guarantees, express or implied, regarding any examination results, proficiency level, or certification.
- 2.3.5 **Placement Support Services:** The Company shall provide placement support services, which may include CV enhancement, employer submissions, interview scheduling and preparation, documentation advisory, and coordination on employer requirements. The Candidate acknowledges that all selection decisions, job roles, salaries, contract terms, and timelines are determined solely by the respective employers, and the Company makes no representations, warranties, or guarantees, express or implied, regarding placement outcomes, selection, or employment terms.
- 2.3.6 **Relocation Support Services:** The Company may provide advisory assistance to the Candidate in relation to documentation, visa checklists, pre-departure guidance, and arrival orientation. The Candidate acknowledges that all relocation outcomes, including visa approvals, entry clearance, travel, and accommodation, are subject to the discretion of relevant authorities and third parties, and the Company makes no representations, warranties, or guarantees, express or implied, regarding the success or timing of any relocation process.

3. **Acceptance**

- 3.1 By registering on, accessing, browsing, downloading or using the Platform for any general purpose or for the specific purpose of availing any Service, You agree to be bound by the T&C and/or any service-specific terms and conditions applicable to each Service. The T&Cs contemplated herein shall also include any additional or modified terms and conditions in relation to the Services or any additional or modified service-specific terms and conditions in relation to any Service or any future service that may be offered by Company on the Platform, all of which terms are made a part or shall be made a part of these T&C by this reference. By registering on, accessing, browsing, downloading or using (as applicable) the Platform or availing any Service, You automatically and immediately agree to all the T&C. 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

(hereinafter “**Agreement**”) between You, being at least 18 years of age and an individual user of the Platform or a customer or beneficiary of the Services, and Company. All Services are rendered by Company through the Platform under the brand name “Leverage Careers” (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&C shall, as the case may be, accrue to the benefit of, or incurred by, Company, regarding Your use of the Services or any such other services which may be added on the Platform and which shall henceforth be a Service, from time to time. The Services shall be used by You subject to Your adherence with the T&C. As long as You accept and comply with these T&C, Company grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the Platform and/or avail the Services.

4. Eligibility

- 4.1 The Services are not available to persons under the age of 18 or to anyone previously suspended or removed by Company from availing the Services or accessing the Platform. By accepting the T&C or by otherwise using the Services on the Platform, You represent that You are at least 18 years of age and have not been previously suspended or removed by Company, or disqualified for any other reason, from availing the Services or using the Platform. In addition, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all the T&C as part of this Agreement. Finally, 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 T&C, Company reserves the right to suspend or permanently prevent You from availing the Services or using the Platform.
- 4.2 You expressly acknowledge and agree that:
 - 4.2.1 You are a legal person;
 - 4.2.2 You are capable of entering and authorized to enter into a legally binding agreement;
 - 4.2.3 Your employees, officers, representatives, and other agents accessing Platform or availing the Services through the Platform are duly authorized to access the Services and to legally bind You to these terms and all actions;
 - 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 are an entity duly constituted and validly existing under applicable law;
 - 4.2.8 You agree to provide KYC and similar relevant details and documents to Company, in electronic and physical form, as may be required by Company. Further, You hereby authorise Company to use Your KYC and details for all such Services that Company

may offer, by itself, from time to time;

- 4.2.9 You agree and understand that at the time of registration with Company, a username and password shall be generated which enables You to access Your unique and personal dashboard on the Company interface and view transactions. You shall not share the username and password with other persons and acknowledge that such sharing shall cause irreparable harm to Company and that You shall be liable to indemnify Company for any loss or damage suffered as a result of any unauthorised use;
- 4.2.10 It is agreed that Company shall be entitled to rely upon all electronic communications, orders or messages sent to Company by You. Company shall not be obligated to verify or make further inquiry into the identity of the sender, or integrity of any communications. Company shall not be responsible for any losses sustained through the use of stolen or hacked devices or fraudulent electronic transactions;
- 4.2.11 All information and documentation provided to 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 Company;
- 4.2.12 You agree and understand that, in the event You avail any service rendered by the Third Party Service Provider, You will execute an agreement with such Third Party Service Provider ("**Third Party Service Agreement**"), as may be applicable, which will be binding on You and Your heirs/executors.
- 4.2.13 Company will not be liable for any act/omission of any such Third Party Service Provider arising out of the Third Party Service Agreement or otherwise; nor shall be liable for your acts and omission to such Third Party Service Provider;
- 4.2.14 You will always comply with the terms and conditions of the Third Party Service Agreement;
- 4.2.15 Company is only acting as a facilitator between You and Third Party Service Provider;
- 4.2.16 The provision of Services 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. Company shall not be liable for any losses, claims and/or damages arising out of or relating to the rejection of any such application in respect of the Services by the relevant Third Party Service Provider;
- 4.2.17 By using any Services provided by Company on the Platform, You agree to share your details with any Third Party Service Provider for the fulfilment of the Services; and
- 4.2.18 Without prejudice to the foregoing, such additional services as may be specifically governed for either of the Program under the specific service agreement entered between You and Company.

- 4.3 In addition to the abovementioned, the Candidate shall also be bound by certain

eligibility criteria which shall be informed to You in writing or recorded in the separate service agreement You will enter into with Company.

5. **Other Terms and Conditions**

- 5.1 Additional terms and conditions may apply in order for You to avail specific Services and to specific portions or features of the Platform, including contests, promotions or other similar features, all of which terms are made a part of these T&C 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 these T&C and the terms posted for or applicable to a specific portion of the Platform or for any Service offered on or through the Platform, the latter terms shall control with respect to Your use of that portion of the Platform or the specific Service. Company may make changes to any Services offered on the Platform, or to the applicable terms for any such Services, at any time, without notice. The materials on the Platform with respect to the Services may be out of date, and Company makes no commitment to update the materials on the Platform with respect to such Services. The following terms also govern and apply to Your use of the Platform, and they are incorporated herein by this reference.
- 5.2 For providing the above-mentioned Services to You, Company may, 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 shall govern the collection, storage, usage, and transfer of the information shared by You.
- 5.3 Company may share Your personal data with other corporate entities and Affiliates, including but not limited to entities and Affiliates in foreign jurisdictions, to facilitate the Services. Furthermore, any information shared by You or collected by us may be shared with the Third Party Service Provider so as to ensure regulatory compliances in relation to the Services.
- 5.4 In the event any Third Party Service Provider stores any information, 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 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.
- 5.5 You undertake that you shall be availing our Services only for lawful purpose. You agree to indemnify and agree to keep indemnified and harmless Company from any loss, costs, charges, expenses that may be levied upon or may be incurred by Company or in the event that any regulatory action is taken against Company in the event that any remittance transaction in lieu of the Services is found to be in violation of law in India.

5.6 Program fees:

- 5.6.1 In lieu of the Services, Company shall charge fees from the Candidate.
- 5.6.2 The fees charged by Company cover specific services, including training, counselling, program enrolment, recruitment facilitation, and administrative support. The Candidate acknowledges that payment of such fees does not guarantee employment, visa approval, admission, licensing, or migration outcomes.
- 5.6.3 All payments must be made solely through official Company payment channels and Company does not authorize payments to any individual or unofficial account.
- 5.6.4 All fees payable to third parties, including for examinations, visas, translations, travel, insurance, or regulatory purposes, are subject to the policies and terms of the respective third-party entities.
- 5.6.5 Company shall not provide refund of any fees paid by the Candidate in any event, unless otherwise specifically agreed between Company and the Candidate under the specific service agreement entered into between You and Company.

6. Communication Policy

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

- 6.1.1 Company may send alerts to the mobile phone number provided by You while registering with the Platform for Services or on any updated mobile number subsequently provided by You on the Platform, 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 e-mail 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.
- 6.1.2 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 Company as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Platform or availing any Service. Company shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You shall not hold Company liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.
- 6.1.3 You shall comply with the terms and conditions of Third Party Service Providers in connection with the Services. You authorize Company to contact You and communicate with You for any Service or Offer(s). Company may use third party service providers to send alerts or communicate with You. You authorize Company to override the DND settings to reach out to You over calls, SMS, emails and any other mode of communication.
- 6.1.4 The SMS/e-mail alert/push notification service provided by 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 Company about the same, Company will make the best possible efforts to rectify the error as early as possible. You shall not hold 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.

- 6.1.5 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. Company shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- 6.1.6 You shall indemnify and hold harmless 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 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 Services from Company and/or the SMS/e-mail service provider.

7. Use of Platform

- 7.1 You understand that except for information, products or services clearly indicated as being supplied by Company, we do not operate, control, or endorse any information, products or services on the internet in anyway. You also understand that Company cannot and does not guarantee or warrant that files available for download through the Platform 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.

8. Prohibited Conduct

- 8.1 By accessing or using the Platform or by availing Services, You agree not to:
 - 8.1.1 violate the T&C mentioned herein or any applicable law for the time being in force;
 - 8.1.2 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 Services, perform any other similar fraudulent activity or otherwise avail the Services with what we believe to be potentially fraudulent funds;
 - 8.1.3 infringe our or any third party's intellectual property rights, rights of publicity or

privacy;

- 8.1.4 use the Services if You are under the age of 18 years without a parental sponsor or, in any event, use the Services if You are under the age of 13 years even with a parental sponsor and in accordance with applicable law;
- 8.1.5 post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
- 8.1.6 post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
- 8.1.7 refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provide by You to Company;
- 8.1.8 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Platform or features that enforce limitations on the use of the Services or the Platform;
- 8.1.9 access or attempt to access the Services by any means other than through the interface that is provided by Company and in the manner permitted thereby. You specifically undertake not to access or attempt to access the Services through any automated means (including by use of scripts or web crawlers);
- 8.1.10 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or the Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;
- 8.1.11 use the Services or the Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services or the Platform in an automated manner;
- 8.1.12 modify, adapt, translate or create derivative works based upon the Services and the Platform or any part thereof, except and only to the extent that that this is permissible by applicable law;
- 8.1.13 intentionally interfere with or damage operation of the Services or the Platform 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;
- 8.1.14 use any robot, spider, other automatic device, or manual process to monitor or copy the Platform without prior written permission;
- 8.1.15 interfere or disrupt the Platform or networks connected to the Platform;
- 8.1.16 take any action that imposes an unreasonably or disproportionately large load on Company's infrastructure/network;
- 8.1.17 use any device, software or routine to bypass the Platform's robot exclusion headers,

or interfere or attempt to interfere, with the Services;

- 8.1.18 forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Platform or to manipulate Your presence on the Platform;
- 8.1.19 sell the Services, information, or software associated with or derived from it;
- 8.1.20 use the facilities and capabilities of the Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- 8.1.21 breach this Agreement or any other agreement or policy as may be applicable pursuant to the T&C;
- 8.1.22 provide false, inaccurate or misleading information;
- 8.1.23 use the Platform to collect or obtain personal information, including without limitation, financial information about other users of the Platform, except and only as expressly provided in the T&C;
- 8.1.24 use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Company, a third party or You;
- 8.1.25 use the Services in a manner that Company or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;
- 8.1.26 take any action that may cause 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;
- 8.1.27 send automated request of any kind to the Platform without express permission in advance from Company; and
- 8.1.28 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
- 8.1.29 host, display, upload, modify, publish, transmit, store, update or share any information that is (i) obscene, paedophilic, 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. Termination and Agreement Violations

- 9.1 You agree that Company, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your account (or any part thereof) or Your use of the Services/Platform and remove and discard on the Platform all or any part of Your account, Your user profile, or Your recipient profile at any time. Company may also, in its sole discretion, and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of Your access to the Services/Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that 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 Company may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the Services/Platform.
- 9.2 You agree that Company, reserves the right to suspend or terminate the Services, with or without prior notice, in the event that the Candidate: (a) submits any fraudulent, forged, misleading, or unverifiable information or documentation; (b) fails to make payments in accordance with the agreed timelines;(c) violates any program rules, guidelines, policies, or instructions communicated by the Company;(d) fails to attend scheduled interviews, training sessions, classes, or assessments without prior intimation or valid justification; (e) maintains attendance of less than ninety percent (90%) in mandatory classes, training sessions, or program activities; or (f) engages in unprofessional, inappropriate, or disruptive conduct that, in the Company's reasonable opinion, adversely affects the program, instructors, partners, employers, or other candidates. Termination under this clause shall be without prejudice to any other rights or remedies available to the Company under this Agreement or applicable law. Further, in the event Company terminates this Agreement in accordance with this Clause, the Candidate shall not be entitled to a refund as contemplated herein.

10. Limitation of Liability and Damages

- 10.1 In no event, 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 Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service, even if Company or an authorized representative of Company has been advised of the possibility of such damages. In no event, 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; (ii) the Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service; or (iv) any other interactions with 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 portion of the Service or the Platform giving rise to the cause of action, or beyond or in excess of Rs. 5,000, whichever is lesser. Further, You agree not to sue or otherwise seek to enforce any personal obligation against Company and/or its Affiliates and/or representatives in relation with (i) this Agreement; (ii) the Services, the Platform or any reference site/app/platform/service; or (iii) Your use or inability to use the Services, the Platform (including any and all materials) or any reference sites/app/platform/service, even if Company or an authorized representative of Company has been advised of the possibility of such damages. You acknowledge and agree that Company has offered its products and 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 Company, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and Company. Company would not be able to provide the 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, Company's liability shall be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

11. Indemnification

11.1 You agree to indemnify, save, and hold 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 Services or of the Platform; (ii) any violation by You of this Agreement; or (iii) any breach of the representations, warranties, and covenants made by You herein. Company reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Company, including rights to settle, and You agree to cooperate with Company's defense and settlement of these claims. 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.

12. Disclaimer and No Warranties

12.1 To the fullest extent permissible pursuant to applicable law, Company 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 Company or through the Services or 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 "Company" includes Company's officers, directors, employees. You expressly agree that use of the Services on the Platform 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. Company does not warrant that the Services shall be uninterrupted or error-free or that defects in the site shall be corrected. The Services 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. Company, and its partners do not warrant that the data, software, functions, or any other information offered on or through the Services/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. Company and its licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Services/Platform 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 Services/Platform 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 Platform.

13. Confidentiality

13.1 Each Party acknowledges that, pursuant to these T&C, 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.

14. Ownership and Proprietary Rights

14.1 The Services and the Platform are owned and operated by 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 Services and the Platform provided by 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 Company, all Materials, trademarks, service marks, and trade names contained on the Platform are the property of 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 Services/Platform. Except as expressly authorized by 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. Company reserves all rights not expressly granted in this Agreement. Please note that by doing so, You hereby irrevocably assign to 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.

15. Force Majeure

15.1 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. 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, or other similar causes beyond the control of such party.

16. Modification of this Agreement

16.1 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 Platform or otherwise communicating the notification to You. The changes shall become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the Platform, availing the 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 Services/Platform. For certain changes, Company may be required under applicable law to give You advance notice, and Company will comply with such requirements. Your continued use of the Platform following the posting of changes shall mean that You accept and agree to the changes.

17. Notice

17.1 Company 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 Company must be sent by courier or registered mail to grievance@leverageedu.com.

18. Waiver

18.1 The failure of 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 Company.

19. Dispute Resolution

19.1 If any dispute, controversy or claim arises under this T&C or in relation to any Service or the Platform, including any question regarding the existence, validity or termination of the Program, Agreement or T&Cs (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 days of the notice of such Dispute, either Party may elect to resolve the Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter "**Act**"). The disputing Party ("**Claimant**") shall serve a written notice in respect of referring the Dispute to arbitration, to the other Party ("**Respondent**"). The Claimant and the Respondent shall mutually appoint a sole arbitrator within 15 (fifteen) days from the date the Respondent receives the notice of arbitration, failing which the arbitrator shall be appointed in accordance with the Arbitration Act. The place, seat and venue of the arbitration shall be at New Delhi and the arbitration proceedings shall be in English. The arbitrator shall give a written and reasoned award. The Parties agree that the cost of the arbitrator shall be equally borne by the Parties. Either You or 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 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. In all arbitrations, each party shall bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

20. Governing Law and Jurisdiction

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. Subject to Clause 19, the Parties to this Agreement subject themselves to the jurisdiction of the courts at New Delhi, India which shall have exclusive jurisdiction to settle any claim or matter arising under this Agreement.

21. Severability

21.1 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.

22. Survival

22.1 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.

23. Headings

23.1 The heading references herein are for convenience purposes only and they do not constitute a part of these T&C and shall not be deemed to limit or affect any of the provisions hereof.

24. Entire Agreement

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