

## Terms & Conditions for Test Prep and Travel 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 5,000 students who avail the Services from VKGPL for making an application through the link [<https://leverageedu.com/admissions/flight-ticket/>] for admission with a foreign college / university through VKGPL during the Offer Period.
- 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 "**Test Prep Program**" shall have the meaning ascribed to it in Clause 2.2.
- 1.9 "**Platform**" shall have the meaning ascribed to it in Clause 2.2.

- 1.10 **“Programs”** shall mean collectively the Test Prep Program and Travel Program (if entitled as per this T&C).
- 1.11 **“Offer Period”** shall mean the period commencing on June 03, 2024 and ending at 2359 hours on July 31, 2024.
- 1.12 **“Services”** shall mean the ‘Study Abroad’ service provided by VKGPL.
- 1.13 **“T&C”** shall have the meaning ascribed to it in Clause 1.
- 1.14 **“Third-Party Service Providers”** shall have the meaning ascribed to it in Clause 5.5.
- 1.15 **“Travel Program”** shall have the meaning ascribed to it in Clause 2.2.
- 1.16 **“VISA Copy”** shall mean a visa for studying abroad issued by the relevant Governmental Authority or department of the concerned country or state.
- 1.17 **“VISA Copy Submission Date”** shall mean the date not exceeding Aug 31, 2024.
- 1.18 **“You”** shall mean the individual/consumer who uses the Platform or participates in the Programs 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 receiving the benefit of complimentary English learning test preparation course offered by VKGPL on the Platform (hereinafter the **“Test Prep Program”**) and receiving the benefit of a complimentary one-way economy ticket to the destination (or the closes destination where an international airport is situated with direct flight connectivity from India) where the university / foreign college is situated (**“Travel Program”**).

## **3. Acceptance**

- 3.1 By registering on, accessing, browsing, downloading or using the Platform for availing the Programs, You agree to be bound by the T&C and/or any service-specific terms and conditions applicable to the Programs and/or any Third Party Service Provider’s terms and conditions applicable to the Programs. The T&Cs contemplated herein shall also include any additional or modified terms and conditions in relation to the Programs. By registering on, accessing, browsing, downloading or using (as

applicable) the Platform or applying for the Programs, 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 and participating in the Program. Accepting or agreeing to the T&C shall constitute a legal contract between You and VKGPL. The Programs 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 Programs.

#### **4. Eligibility**

- 4.1 If You are an Eligible Student, You may be entitled to the Test Prep Program. VKGPL shall inform You of all details of the Test Prep Program and the dates of the Test Prep Program. If You wish to avail of the Test Prep Program, You undertake to comply with the instructions and directions of the Test Prep Program. Additionally, You undertake to comply with the terms and conditions of Test Prep Program, and any failure by You to comply with the same will disqualify You from the Test Prep Program.
- 4.2 Additionally, VKGPL offers the Travel Program to the 1<sup>st</sup> 1000 students, amongst the Eligible Student, who have received an unconditional admission with a foreign college / university through VKGPL and has received the VISA Copy and consequently successfully emailed the VISA Copy on [offers@leverageedu.com](mailto:offers@leverageedu.com)
- 4.3 The Test Prep Program shall be bound by its own terms and conditions (“**Test Prep T&Cs**”), which You undertake to comply with. In case of any breach by You of the Test Prep T&Cs, You understand that You will not be allowed to continue to avail the Test Prep Program, and additionally, You shall not be entitled to participate for the Travel Program.
- 4.4 VKGPL shall only book one-way economy ticket to the destination where the university is situated. If the destination does not have an international airport with direct flight connectivity from India, then VKGPL shall endeavour to provide a ticket another international airport at its discretion. VKGPL will only book a one-way economy ticket from New Delhi Airport to a major city near the location where the university is situated. You understand and acknowledge that VKGPL shall not be liable for any additional cost such as food and drinks, extra luggage, priority check-in or any other priority service, upgradation to a higher class, pet travel, etc. Any and all overhead cost shall be solely borne by You. Additionally, VKGPL shall not be liable for any delay or cancellation of flight or if You are asked to deboard the aircraft for any reason or if You are not allowed to travel for any reason whatsoever, including security reasons. In such a situation, VKGPL will not be liable to You nor shall be liable to book an alternate flight ticket for You. Furthermore, VKGPL shall not be liable to bear any cost from Your place of living / residence to the source of origin / departure of the flight. If the destination airport is not in the same city as the university, then You understand that VKGPL shall not be liable to arrange Your travel from the airport to the city of Your end destination; all such arrangements shall be done by You at Your own cost. Further, VKGPL shall not be liable for loss of baggage, damage to baggage and any other loss or damage

and You shall directly claim the loss or damage from the concerned airline company, subject to their terms and conditions. VKGPL shall not take any insurance in Your favour, and You are required to purchase Your own insurance.

4.5 You expressly acknowledge and agree that:

4.5.1 You are 18 years of age;

4.5.2 You are a natural person;

4.5.3 You are capable of entering and authorized to enter into a legally binding agreement;

4.5.4 all registration information You submit is accurate and truthful;

4.5.5 You will maintain the accuracy of such information;

4.5.6 You are not barred or otherwise legally prohibited from accessing or using Platform or Services under the laws of India;

4.5.7 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 offers@leverageedu.com. Further, You hereby authorise VKGPL to use Your KYC and details for all such Services or offers that VKGPL may offer, by itself or through Third Party Service Providers.

## **5. Other Terms and Conditions**

5.1 The benefits of the Programs are 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, including Your eligibility for the Travel Program and whether You are entitled to the offer benefits under the Programs.

5.3 If You are an Eligible Student eligible for benefits in accordance with Clause 4 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 benefits to You and forfeit such benefit to such an extent.

5.4 Notwithstanding the expiry of the Offer Period, VKGPL reserves the sole right to withdraw or modify the Programs not yet availed 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 / extending the benefits of the Programs to Eligible Students in accordance with these terms and conditions.

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 Programs. 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 / loss 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, bodily harm or injury, damage to 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 may have partnered with various Third Party Service Providers for the Programs. 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 Programs 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 Programs. 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 Programs. 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 Programs. You acknowledge and agree that VKGPL has offered the Programs 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 Programs 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 Programs or of the Platform; (ii) any violation by You of the terms of the Programs; or (iii) any breach of the representations, warranties, and covenants made by You herein; or (iv) any fraud committed or attempted to commit fraud by You or Your representatives. VKGPL

reserves the right, at Your expense, to assume the exclusive defence 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 defence 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 Programs 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 Platform shall be uninterrupted or error-free or that defects in the site shall be corrected. The Programs 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 Programs 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 Programs 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 offers@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.