

Terms of User Agreement

Date of Last Revision: July 20, 2016

1. Introduction

Welcome to the User Agreement for TripathiOnlineEducare.com. The Tripathi Online Educare service, website and applications (collectively, "Tripathi Online Educare" or "the Service") are operated by Tripathi Online Educare and its corporate affiliates (collectively, "us", "we" or "the Company"). This Agreement describes the terms on which you may access and use our services. By accessing or using our web site at www.TripathiOnlineEducare.com ("Site"), you (the "User") signify that you have read, understood and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of Tripathi Online Educare ("Member").

In the event of any inconsistency between the Tripathi Online Educare Privacy Policy and this Agreement, the Agreement shall control. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. If you do not agree to be bound by the terms of this Agreement, you may not use or access our services. We reserve the right to modify this Agreement at any time, and without prior notice, by posting the amended terms on this website.

Your continued use of the Site indicates your acceptance of the amended Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

2. Eligibility

Membership in the Service is void where prohibited. The Tripathi Online Educare Service is not available to minors under the age of 14 or to any users suspended or removed from the system by Tripathi Online Educare for any reason. Users should not have more than one active account. Additionally, users are prohibited from selling, trading, or otherwise transferring your Tripathi Online Educare account to another party. If you do not qualify, you may not use the Tripathi Online Educare Service.

3. Your Right and Obligations

Registration Details and Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Details"); (b) maintain and promptly update the Registration Details, and any other information you provide to Company, to keep it accurate, current and complete; and (c) you are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account with or without your knowledge.

Agreement and Warranty

Although as an online service provider, we are not responsible for the conduct of our users, we want Tripathi Online Educare to be a safe place on the internet. Therefore, in using Tripathi Online Educare you represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by

you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. In addition, you agree not to use the Service or the Site to:

- Post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes, but is not limited to a) Using Tripathi Online Educare to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and b) Sending messages to distribution lists, newsgroup aliases, or group aliases.
- Harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
- Use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site; use automated scripts to collect information from or otherwise interact with the Service or the Site; register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity.
- Falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, uploading photographs of celebrities in your profile, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
- Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.
- Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another.
- Use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site. upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.
- Sell, rent, or otherwise provide your contacts/other users contact information to any third party for marketing purposes. Further you cannot use your contact/other users' contact information for marketing purposes.

Global Use

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

User Content Posted on the Site

You are solely responsible for the profiles, comments, messages, notes, text, documents, presentations, videos, animation files, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to

post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including without limitation User Content that in the sole judgment of the Company violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company. When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site.

We do not claim any ownership of the User Content. You the user may have an option to mark the content you upload as Private (Private Content) or allow it to be used by other users of the Site (Public Content). In case of Public Content, including but not limited to your public profile, comments, messages, notes, text, documents, presentations, videos, animation files, listings, and other content, you automatically grant, and you represent and warrant that you have the right to grant to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Public User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Public User Content, and to grant and authorize sublicenses of the foregoing. You also hereby grant each user of the Site (subject to such limitations, if any, that may apply with respect to Private Content) a non-exclusive license to access your Content through the Site, and to use, reproduce, distribute, prepare derivative works of, and display such Content as permitted through the functionality of the Site and under these Terms of Service. You may remove your User Content from the Site at any time. However, you acknowledge that in case the User Content was Public in nature the Company or Users may retain such Content in their own accounts. Further you also acknowledge that the Company may retain archived copies of your User Content whether Public or Private.

Copyright Policy

Payment

For the Users paying the yearly membership towards Premium service; Tripathi Online Educare has provided a feature using which the said Users may request payment from other Tripathi Online Educare Users for the services provided by them. These payments between the Users will be governed by the Terms as mentioned below:

- If you have subscribed for Premium service and wish to use the Payment Request feature you will need to provide Tripathi Online Educare with your PayPal.com user id. Only existing and verified email address can be used as PayPal.com id.
- Tripathi Online Educare is not involved in the transaction; the payments will be made by the User (you have requested payment from) directly to your PayPal account.
- You need to make sure that the PayPal.com ID provided by you is correct; Tripathi Online Educare does not assume any responsibility in case the payment is made to a wrong PayPal.com ID.
- Tripathi Online Educare will never ask for or store your PayPal account password.
- Tripathi Online Educare will only report for the transactions that are generated using the Tripathi Online Educare system.
- Tripathi Online Educare does not deduct any commission or other service charges from these collected payments.
- You agree not to send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties and/or other Users.

- Usage of PayPal.com and fees related to the transactions are governed by user agreements as listed on PayPal.com.
- You acknowledge that Tripathi Online Educare may impose restrictions on the amount of single invoice or the collective amount of money that you can request over certain duration.

Tripathi Online Educare Communications

You agree to receive communications from Tripathi Online Educare in connection with your use of Tripathi Online Educare Services in the form of email or SMS/WhatsApp messages, including without limitation account activity notification, service updates, and reminders.

Member Disputes

You are solely responsible for your interactions with other Members. Tripathi Online Educare.com reserves the right, but has no obligation to monitor disputes between you and other Members.

Privacy Policy

Privacy Use of the Tripathi Online Educare Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference. By accepting this User Agreement, you agree to indemnify and otherwise hold harmless Tripathi Online Educare Corporation, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) your use of the Tripathi Online Educare Service; ii) unauthorized access to or alteration of your communications with or through the Tripathi Online Educare Service, or iii) any other matter relating to the Tripathi Online Educare Service. Any business transactions which may arise between users from their use of Tripathi Online Educare are the sole responsibility of the users involved.

Without limitation of the terms and conditions set forth in our Privacy Policy, you understand and agree that Tripathi Online Educare may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this User Agreement, or protect the rights, property, or safety of Tripathi Online Educare, its users, and the public.

4. Our Rights and Obligations

Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to this Agreement, and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the

prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and the applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time without notice, and with or without cause.

Fees

You acknowledge that Tripathi Online Educare reserves the right to charge for the Tripathi Online Educare Services and to change its fees from time to time in its discretion. If Tripathi Online Educare terminates your membership because you have breached the Agreement, you will not be entitled to the refund of any unused portion of subscription fees paid by you.

Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, presentations, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites or Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

5. Termination

Rights of Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice. Furthermore, you agree that all terminations shall be made in Tripathi Online Educare's sole discretion and that Tripathi Online Educare shall not be liable to you nor any third-party for any termination of your account or access to the Tripathi Online Educare Service.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, Members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the

memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT THE TRIPATHI ONLINE EDUCARE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT TRIPATHI ONLINE EDUCARE DOES NOT ASSUME ANY RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY, OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. TRIPATHI ONLINE EDUCARE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. TRIPATHI ONLINE EDUCARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

TRIPATHI ONLINE EDUCARE MAKES NO WARRANTY THAT (i) THE TRIPATHI ONLINE EDUCARE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE TRIPATHI ONLINE EDUCARE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TRIPATHI ONLINE EDUCARE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE TRIPATHI ONLINE EDUCARE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TRIPATHI ONLINE EDUCARE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRIPATHI ONLINE EDUCARE OR THROUGH OR FROM THE TRIPATHI ONLINE EDUCARE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TRIPATHI ONLINE EDUCARE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITY, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TRIPATHI ONLINE EDUCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OF THE WEBSITE OR ANY RELATED/UNRELATED SERVICES AND OTHER SERVICES OFFERED ON THE WEBSITE FROM TIME TO TIME.

8. Governing Law

“The User Agreement between you and Tripathi Online Educare will be governed by, and construed in accordance with the laws in force in (a) the State of Delaware, if the User/Member is located outside the territorial jurisdiction of India; (or) India, if the User/Member is located within the territorial jurisdiction of India.”

9. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential, and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Information Sharing and Transparency

Tripathi Online Educare values and promotes transparency in all its business processes and transactions. The course facilitator facilitating courses through Tripathi Online Educare are required to provide their authentic and complete contact information at the time of facilitating the course. The contact information of the course facilitator will be provided as per the request of course learner.

11. Refund Policy for Paid Courses

The course providers are required to provide 100% money-back guarantee for paid courses on Tripathi Online Educare. The course providers promise the delivery of their paid courses as per the specifications mentioned on the respective course pages. In case the specifications are not met, learners can claim a refund. For more information, learners can contact the Tripathi Online Educare Courses Team at admin@TripathiOnlineEducare.com or course facilitator.

12. Other

This Agreement is accepted upon your use of the Tripathi Online Educare Website or any of the Tripathi Online Educare Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and Tripathi Online Educare regarding the use of the Tripathi Online Educare Services. The failure of Tripathi Online Educare to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right, or provision. The section titles in this Agreement are for convenience only, and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

13. Contact Information

If you have any questions about the User Agreement, contact us at:

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