

Terms & Conditions

These Terms and Conditions (“Terms”) govern the use of services provided by BYJU’S Admissions Consulting Services (a division of Think & Learn Private Limited). By accessing and using the services provided, you agree and accept to abide by the Terms.

Please note that the terms, “we” or “our” or “us” mentioned in the Terms refer to BYJU’S Admissions Consulting Services (a division of Think & Learn Private Limited) and the terms “Client” or “you” or “your” refer to the candidate engaging our services.

1. Scope of BYJU’S Admission Consulting Services

- a. We are committed to support and guide our Clients to the best of our ability to help them with admissions in programs of their choice, based on the services availed by you.
- b. The details of our services will be mentioned on the product page ([Link 1/](#) [Link 2](#) as applicable) and would be explained to you before you engage our services. We acknowledge that every Client has individual requirements, and thus we offer various packages that can match individual needs of the Client. However, each package availed has specific limitations in terms of services provided, and any upgrade would bear an additional cost.
- c. The validity of our engagement will be as specified on the product page ([Link 1/](#) [Link 2](#) as applicable) and shall depend on the services availed by you.
- d. We do not explicitly or implicitly guarantee, assure or represent that; you will secure admission(s) at the selected graduate/ business school(s), as the same would ultimately depend on the strength of your candidature, and the policy of the concerned graduate/business school. We will solely assist you as guides/coaches in your application process. Also we, at no point, guarantee your success in any test that you might have to take for admission to a graduate/business school.
- e. As a policy, we do not designate any particular member of our team to each Client, as we have experts who will guide you through the various stages. Senior consultant(s) will step in for the key stages of the process. All members of our team are professional and well qualified to serve your requirements. We reserve the right to change any mentors/guides/coaches/consultants from time to time without assigning any reasons or providing any notice.
- f. We will suggest a suitable list of graduate/business schools based on the services for which you engaged us. However, we neither select the schools for you nor do we endorse any school. While we will give you the necessary information, resources, and guide you throughout, the final decision of selecting the graduate/ business schools to which you would apply will lie with you. We provide you with information which we obtain from the website/official sources of the graduate/business schools. We have not conducted any independent verification on the existence, infrastructure, qualifications of faculty, continuation, recognition, accreditation, grant of degree, nature of degree, guarantee of jobs/placements, etc. of the graduate/business schools. Further, we have not pre-screened or verified your qualifications or credentials. In addition to this, the issuance of any transcript, study materials, results, certificates, degree, and rendering of education would be the responsibility of the respective graduate/business schools and we have no role in the same.
- g. We will use reasonable efforts to provide you documents and feedback within an acceptable period. Typically, response time for emails is 1 (one)-2 (two) business days. The usual turnaround time for reviews of documents is 1 (one)-2 (two) business days. For CV/Résumé/Summary reports of key sessions/List of Schools, the response time could be 2 (two)-3 (three) business days. You are expected

to factor in the time needed for reviewing documents to ensure that they get finalized well ahead of the deadlines. You acknowledge and understand that, during the peak admissions season between October and January, our turnaround time may be longer than the timelines stipulated herein. In case of such unexpected delays, you will be notified by email.

- h. We, at all times, shall strive to render our services in a prompt and professional manner. Enrolment to 'BYJU'S Admission Consulting Services' may often be on first come first serve basis and may be limited due to our bandwidth or other related factors. Therefore, we reserve the right to refuse admission to any client based on our discretion.
- i. If due to a Force Majeure Event (as defined herein below) , we have to discontinue a certain service that you had availed as a part of your package; we are under no obligation to refund the fee that you had paid for that particular service or provide any additional service or professional support in lieu of the service discontinued.

'Force Majeure Event' is an event that is beyond our control, making the performance of our obligations/services inadvisable, commercially impracticable, illegal, or impossible.

- j. We have not procured any specific licenses/permits/registrations to render services provided to you.
- k. We shall in no manner be responsible for making all arrangements including but not limited to ensuring necessary funds, tuition fees, living expenses, visa approval, lodging, etc. should you be admitted to any graduate/business school.
- l. We shall in no event be liable for the continuity or discontinuity of your education. You acknowledge that the continuity of your education at any graduate/business school would depend on certain external factors such as cultural integration, food habits, weather conditions, change in rules and policies, including but not limited to those pertaining to immigration, etc.
- m. We reserve the right to extend, cancel, discontinue, prematurely withdraw or modify any of the services at our discretion.
- n. All other terms of use, privacy policies and disclaimers as provided by us on our website, barring exceptions specifically provided under these Terms, shall be applicable to the services provided by us and you shall be bound by the same.

2. The Obligations of the Client

- a. You, at all times, are required to maintain the sanctity of our professional relationship. Any misbehavior would be held in contempt, and there would be repercussions for the same, which could include discontinuation of services effective immediately and/or initiating appropriate legal action.
- b. For a productive relationship between us, you are requested to strictly adhere to all the guidelines and schedules as prescribed by us regarding communications, document submissions, and other miscellaneous activities.
- c. You shall use your best efforts to complete suggested tasks on time and share the documents and other related material requested by us within the prescribed timelines. Delays could adversely impact the prospective admissions.
- d. You agree that you would be solely responsible for writing the essays and related documents to ensure originality of the content and to comply with the ethical guidelines of the schools. Our role here would be to support you with an appropriate strategy, to review your documents and to guide you in the right direction during the entire process. We will not write essays/application-related documents under any circumstances.

- e. You represent and warrant that any information that is provided to our team is accurate, true and current. Any deviation from this will result in immediate cancellation of services with no refund.
- f. You represent and warrant that you have not plagiarized or inappropriately used any content or material, including but not limited to application documents, essays, resumes, etc. provided to our team. Any deviation from this will result in immediate cancellation of services with no refund.
- g. When we expect a response from you including but not limited to status updates, scheduling requests, documents, and confirmations on programs, we will send a maximum of 3 (three) reminders to you via calls, text messages and emails. At any stage during the process, if the Client does not respond to our repeated reminders through calls or text messages or emails within 30 (thirty) days of the first reminder sent via call/text message/email, we will discontinue the services immediately. There will be no refund, and the services will be considered as closed and would not be resumed under any circumstances.
- h. We will start working on your application documents only when we get a confirmation email from you with the links to your selected programs as per the services chosen by you. You should send us the confirmation email for the first graduate/business school to which you want to apply, at least 21 (twenty one) days before the application deadline for the selected graduate/business program. As per the services chosen, for the subsequent schools, you should send a written confirmation minimum 10 (ten) days before the application deadline for the selected graduate/business program. This is to ensure that the quality of services provided to you is not compromised. Once you have confirmed your programs, we will not be able to defer your services to the next application season under any circumstances. Also, once we send you frameworks for the application related documents for your confirmed program including but not limited to essays, answers to questions in the application form, statement of purpose essays, etc. for the confirmed program, you will not be able to change the selected program school under any circumstances.

3. Mode of Communication

- a. As our Clients are spread across various locations, we make extensive use of email to ensure effective communication, continuity in conversation and for recording purposes. For prompt responses, do e-email us at [msconsulting@byjus.com] (for Graduate School Admissions Consulting Services as well as custom packages) or admissions@byjus.com (for Business School Admissions Consulting Services).
- b. We will correspond with you via the email id/phone number that you registered with us at the time of payment. It is your responsibility to update us by email in case of a change in the email id or phone number.
- c. For the sessions with mentors/consultants, our team will schedule calls for you at a mutually convenient time.
- d. For a scheduled call, both parties will confirm availability at least 1 (one) hour prior to the scheduled time.
- e. Requests to reschedule a call should be sent minimum 2 (two) hours prior to the scheduled time.
- f. In case there is no prior intimation to rescheduling and you fail to respond at the scheduled time, the call will be cancelled. In case of profile mentoring calls, if you fail to respond to us at the mutually agreed time, the call for the month will be considered as completed.
- g. For scheduling an appointment with the mentor/consultant, you will need to send us a request by email at least 1 (one) day in advance. Do note that we will accommodate requests based on the next available slot.

4. Payment Clauses

The details of the payment for our services would be explicitly explained to you before your confirmation to hire us and the same will be mentioned on the product page ([Link 1/ Link 2](#) as applicable). The details of our services that you wish to avail will also be given to you. You are liable to make payments on time, failure of which could lead to a penalty and termination of services. Any balance/outstanding payment has to be cleared within 30 (thirty) days of the first installment date failing which services will be considered as closed. Please note that, the payments referred to in these terms are with respect to the Admissions Consulting Services to be rendered by us, and exclude all application fees, tuition fees, examination fees etc. as these would be charged by the relevant graduate/business school.

5. Refund Clauses

- a) For Clients who signed up for 'Business School Admissions Consulting Services', the request for refund should be placed within 24 (twenty four) hours after the first CV discussion or the first call with the consultant, whichever is earlier. The amount to be refunded will be based on services provided till date and as per the product page ([Link 1/ Link 2](#) as applicable). After the said 24 (twenty four) hour period, **there shall be** no refund under any circumstances. Also, even if no services have been availed, no refund will be provided after 30 (thirty) days of engaging our services.
- b) For Clients who signed up for 'Graduate School Admissions Consulting Services', the request for refund should be placed within 24 (twenty four) hours after the first onboarding call. The amount to be refunded will be based on services provided till date and as per the product page ([Link 1/ Link 2](#) as applicable). After the said 24 (twenty four) hour period, there shall be no refund under any circumstances. Also, even if no services have been availed, no refund will be provided after 30 (thirty) days of engaging our services.
- c) For Clients who have signed up for both 'Graduate School and Business School Admissions Consulting Services', the request for refund should be placed within 24 (twenty four) hours after the first onboarding call. The amount to be refunded will be based on services provided till date and as per the product page ([Link 1/ Link 2](#) as applicable). After the said 24 (twenty four) hour period, there shall be no refund under any circumstances. Also, even if no services have been availed, no refund will be given after 30 (thirty) days of engaging our services.
- d) The refund policy, mentioned anywhere on our website, does not hold true for the services offered by 'BYJU'S Admissions Consulting Services'.
- e) You understand and acknowledge that, our fees would be charged based on the services chosen by you and would not be subsequently subjected to any amendment/alteration for reasons attributable to you.
- f) It is clarified that, you shall not be entitled to a refund, in any event (other than as mentioned above in Clauses 5 (a), 5 (b) and 5 (c)) including but not limited to:
 - Your choice to discontinue any of our services or
 - Your choice to discontinue your plan for pursuing higher education in graduate/business school or
 - Your decision to not apply to any of the confirmed graduate/business programs or
 - Your decision to apply only to some and not all of the confirmed programs or
 - Your rejection from some/any of the graduate/business schools to which you applied.

6. Deferring Services

- a. If you engage our consulting services for one application season, but then decide to defer the services to the next application season, additional charges would be applicable as per the product page ([Link 1](#)/[Link 2](#) as applicable).
- b. A duration of 15 (fifteen) days will be given to you for paying the additional charges. If the payment is not done on time, we will resume the services for the original application season for which you have engaged us. No deferring will be allowed under any circumstances.
- c. Services will be deferred to only one application season (for example, Fall 2019 can be deferred only to either Spring 2020 or Fall 2020). The gap between the deferred seasons should be a maximum of one year (for example, Fall 2019 can be deferred maximum to Fall 2020 only).
- d. The decision of deferring the service has to be informed to us by you either before the strategy session or at least 3 (three) months prior to the earliest deadline for the targeted programs (in the application season for which you engaged us), whichever is earlier.
- e. It is clarified that, the services cannot be deferred once you have confirmed the first school or/and the process for the first school is initiated. Do refer Clause 2(h) for further details.

7. Additional Services

We may, at our discretion and subject to the services availed by you, provide certain post-admit services pertaining to post-admit strategy, visa support, etc. This may be subject to separate terms and conditions. You understand that, subscription to our services does not automatically entitle you to any/all elements of the additional services and we shall exercise our discretion while providing any additional services. You can avail these services only after providing us feedback with relevant details, as this would help us service you better. Do note that your feedback will be used only anonymously to inspire future applicants, and under no circumstances will your personal details be disclosed.

8. Legal Rights

- a. BYJU'S reserves the right to conduct the application process in whichever medium suitable.
- b. The ownership of copyright and intellectual property rights in all pre-existing methodologies, processes, programs, proprietary materials, techniques, strategies etc. shall continue to rest with us. The Admissions Consulting Services are intended for individual use only. Broadcasting/sharing/disclosing/uploading/publishing the material, information, techniques or strategies through any media, including but not limited to the internet, television, handheld devices and other devices, is not permitted, and is a breach of the intellectual property rights of the company. You understand and acknowledge that you shall not copy/reverse engineer/modify/reproduce any material/information provided to you. We reserve the right to initiate legal proceedings in case of such a breach of the terms of this Clause.

9. Indemnity

By choosing our services, you agree to Indemnify and hold us and our parents, affiliates, employees, officers, and other representatives harmless from and against any claim or demand, including reasonable attorneys'

fees made by any third party due to or arising out of your use of our services, your violation of these Terms or your violation of any third party rights.

10. Grounds for Termination of Contract

BYJU'S holds the right to terminate the engagement without prior notice, with or without a penalty, in case of the following circumstances.

- a. If you cause a breach in the Terms.
- b. Any abuse (including but not limited to verbal, psychological, physical, discriminatory, or legal) by you.
- c. In the event of plagiarism found in any document provided by you.
- d. In the event of falsified or fake information provided by you or in the event of request from you to compromise details in any application related documents.
- e. If it is found that any information or collateral pertaining to our process has been shared with any third party, including friends or relatives.
- f. If you disparage our reputation in any manner whatsoever or make any negative statements about us (written or oral) either on social media or through any other platform.

11. Confidentiality/Disclosure Agreement

The information that you share with us shall remain confidential and shall not be misused or shared with external parties except to third party sources that provide services to you, trusted partners who have a confidentiality agreement with us, court orders to share this data, emergencies, and other such critical situations.

12. Change in Terms and Conditions

We reserve the right to make changes to the Terms without prior notification. We are not responsible for notifying you about any changes made to the Terms and your continued use of our services shall be deemed as acceptance of the revised Terms which will be uploaded on our website.

13. Trademarks

Byjus®, Byjus.com® and its logo are accepted trademarks of Think & Learn Private Limited. All rights thereto are reserved.

You shall have no right to use any of our logos, trademarks, service marks, trade names or any intellectual property of the Company.

14. Enforcement of Terms and Conditions

The Terms will be governed by and construed in accordance with the laws of India and you submit to the non-exclusive jurisdiction of the courts of Bangalore for resolution of any disputes.

15. Eligibility

Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for our services. Persons who are minors, un-discharged insolvents etc. are not eligible to

register for our services. As a minor, if you wish to use our services, such use shall be made available to you by your legal guardian or parents, who have agreed to these Terms. We will not be responsible for any consequence that arises as a result of misuse of any kind any of our services that may occur by virtue of any person including a minor registering for the services. By using our services, you warrant that all the data provided by you is accurate and complete and that you have obtained the consent of parent/legal guardian (in case of minors). We reserve the right to terminate any services if it is discovered that you are under the age of 18 (eighteen) years and the consent to use the services is not made by your parent/legal guardian or any information provided by you is inaccurate. You acknowledge that we do not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any information about themselves or their parents and other family members.

16. Limitation of Liability

In no event shall we, our officers, directors, employees, partners or agents be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out of or in connection with your use of our services.

In no event, shall our aggregate liability for any reason whatsoever, exceed the amount of the fees paid by you.

17. Injunctive Relief

In the event of your breach of these Terms including but not limited to Clause 10 (f), you agree that we will be irreparably harmed and may not have an adequate remedy in money or damages. We therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. Our right to obtain such relief shall not limit our right to obtain other remedies.

18. Disclaimer of Warranties

The services are provided on an "as is" basis without any warranty of any kind. We hereby disclaim all warranties and conditions with regard to the site, application and the services, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, accuracy and non-infringement. Additionally, we shall not be liable for any damages arising out of or in connection with the use of the services. Further, while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

19. General Provisions:

- Notice: All notices served by us shall be provided via email to your account or as a general notification on the website. Any notice to be provided to us should be sent to [msconsulting@byjus.com and admissions@byjus.com].
- Entire Agreement: The Terms, along with any privacy policy and terms of use as available on the website of the company, with any amendments thereto from time to time, constitute the entire agreement between you and us with respect to your use of our services.

- **Assignment:** You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. Our rights under the Terms are freely transferable by us to any third parties without the requirement of seeking your consent.
- **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- **Waiver:** Any failure by us to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by us of that provision or right.
- **Relationship:** You acknowledge that your use of the services, does not make you an employee or agency or partnership or joint venture or franchise of ours.
- The Company provides these Terms so that you are aware of the terms that apply to your use of the services. You acknowledge that, we have given you a reasonable opportunity to review these Terms and that you have agreed to them.

20. Feedback

- Any feedback that you provide on our website shall be deemed to be non-confidential. We shall have the right to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of you or of third parties; (ii) we are not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) our website may have something similar to the feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances, unless specified.
- Under no circumstances shall we be held responsible in any manner for any content provided by other users even if such content is offensive, hurtful or offensive.