

## Terms and Conditions

These Terms and Conditions govern the use of our services. By accessing and using the services provided by BYJU'S Admissions Consulting Services (a unit of Think and Learn Pvt. Ltd.), you agree and accept to abide by our Terms and Conditions. In addition, when using our services, you shall be subjected to any posted guidelines or rules applicable to such services.

Please note that the terms, "we" or "our" or "us" mentioned in the Terms and Conditions document refer to BYJU'S Admissions Consulting Services (a unit of Think and Learn Pvt. Ltd.) and terms "Client" or "you" or "your" refer to the candidate signing up for the same.

### **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 as per the service taken.
- b. We, at no point, guarantee your success in any test or in securing admission to any academic or professional programs. We will solely act as enablers in your application process.
- c. We acknowledge that every Client has individual requirements, and thus we offer various packages that can match individual needs of the Client. However, each service taken has specific limitations in terms of services provided, and any upgrade would bear an additional cost.
- d. We as your consultants would work towards strengthening your applications and candidacy through proven strategies. We will also work towards improving your chances for admissions by suggesting a suitable list of schools based on your profile. However, we will not be responsible for selecting the schools, as we believe it is your prerogative to make the final decision. While we will give you the necessary information, resources and guide you throughout, the final decision on the schools will lie with you.
- e. If you have opted for our CV/Essay review services, we will analyze the content and provide a framework for the same. However, any requests to reproduce or write the content will not be entertained, as this would be against our organizational ethics. Requests to edit essays in format other than one provided by us would bear an additional cost.
- f. We will use reasonable efforts to provide you documents and feedback within an acceptable period. Typically, response time for emails is 1 business day. The usual turnaround time for reviews of documents is 1-2 business days. For CV/Résumé/Summary reports of key sessions/List of Schools, the response time can be 2-3 business days. The Client is expected to factor in the time needed for reviewing documents by consultant to ensure that documents get done well ahead of the deadlines.
- g. We, at all times, will treat our client with respect and utmost professionalism. Enrolment to BYJU'S Admission Consulting Services may often be on first come first serve basis and maybe limited due to our bandwidth or other related factors. Therefore, we reserve the right to refuse admission to any client based on our discretion.
- h. If for any business reason, 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.
- i. As a policy, we do not designate any one member to our client, as we have experts who will guide you through the various stages. The chief consultant will step in for the key stages of the process. All members of BYJU'S Admission Consulting Services Team are professional and well qualified to serve

your requirements.

## 2. The Obligations of the Client

- a. The Client, at all times, is required to maintain the sanctity of our professional relationship. Any type of misbehavior would be held in contempt and there would be repercussions for the same, which could include discontinuation of services effective immediately and/or taking legal actions.
- b. For a productive Consultant-Client relationship, 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. The Client shall put his/her best efforts to reproduce the documents and other related material requested by the Consultant within the prescribed timelines. Delays could result in an encumbrance for the involved parties.
- d. The Client agrees that he/she 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.
- e. The Client represents and warrants that any information that is provided to BYJU'S Admission Consulting Services team is accurate and to the best of Client's knowledge.
- f. The Client represents and warrants that he/she has not plagiarized or inappropriately used any content or material, included but not limited to application documents, essays, resumes, provided to BYJU'S Admission Consulting Services Team.
- g. At any stage in the process, if the Client does not respond to our calls or text messages or emails for a month, we will discontinue the services immediately. The services will be considered as closed and cannot be resumed. If you wish to continue with the services, you will have to sign up again for the same.

## 3. Mode of Communication

- a. BYJU'S Clients are not limited to one location and we make extensive use of email to ensure effective communication, continuity in conversation and for recording purposes.
- b. BYJU'S Admission Consulting Services Team will block time slots based on the scope of services at a mutually convenient time. We request you to adhere to the timelines for a beneficial relationship.
- c. In case either party is unable for the call, it could be rescheduled to the next available slot. However, prior intimation of unavailability is mandatory for both parties.
- d. In case there is no prior intimation to rescheduling and you fail to respond at the scheduled time, the call will be rescheduled to 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 collaborate with us. 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 payment has to be cleared within 30 days of the first installment date failing which services will be considered as closed.

## 5. Refund Clauses

- a. If the request for refund is placed **within 24 hours** after the first call with the Consultant, then the amount shall be refunded after reasonable deductions based on services provided till date, service tax and other charges. After the 24 hour period, **amount once paid shall not be refunded under any circumstances.**
- b. The 7 or 15 or 30 day refund policy, mentioned anywhere on our website, holds true only for products and not for services offered by the Admissions Consulting Services.

## 6. Deferring Services

- a. If a Client takes up consulting services for one application season, but then decides to defer the services to the next season, additional charges would be applicable.
- b. A time window of 15 days will be given to the Client for paying the additional charges. If this is not paid on time, we will resume the services for the intake the Client has signed up for and no deferring will be allowed.
- c. Services will be deferred **to only one application season** (for example, Fall 2018 can be deferred to either Spring 2019 or Fall 2019 only). The gap between the deferred seasons should be a maximum of one year (for example, Fall 2018 can be deferred maximum to Fall 2019 only).
- d. The decision of deferring the service has to be informed to us by the Client either before the strategy session or before 3 months of the earliest deadline for the targeted programs (in the application season for which the Client signed up).
- e. However, the services cannot be deferred once the Client has confirmed the first school or/and the process for the first school is initiated.

## 7. Complimentary Services

As a Client of BYJU'S Admission Consulting Team, you are eligible for its complimentary post-admit services pertaining to post admit strategy, visa support, etc. You can avail these services only after filling our feedback form with relevant details, as this would help us service you better.

## 8. Legal Rights

- a. BYJU'S reserves the rights to conduct the application process in whichever medium suitable (phone/face-to-face/video conference). However, a request for a choice of medium shall always be considered.
- b. Replication of our processes or sharing information about our services over phone/email/text with any third party/freelancer shall result in a legal action being taken against you.

## 9. Indemnity

By choosing our services, you agree to Indemnify and hold BYJU'S Admission Consulting Services and its 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 BYJU'S services, your violation of TOI, or your violation of any third party rights.

## 10. Grounds for Termination of Contract

BYJU'S holds the right to terminate the contract without prior notice, with or without a penalty, if:

- a. There is a breach in the Terms and Conditions by the Client.
- b. In case of any abuse (including but not limited to verbal, psychological, physical, discriminatory, or legal) by the Client.
- c. In the event of plagiarism found in any document provided by the Client.
- d. If found that any information or collateral pertaining to our process has been shared with any third party, not excluding friends or relatives.

#### **11. Confidentiality/Disclosure Agreement**

The information that you share with us shall remain confidential and shall not be misused or shared with external parties for any purpose whatsoever. The only exceptions to this are third party sources that provide services to you, trusted partners who have a confidentiality agreement with BYJU'S, court orders to share this data, personal emergencies, and other such critical situations.

#### **12. Change in Terms and Conditions**

BYJU'S reserves the right to make changes to the Terms and Conditions without prior notification. BYJU'S is not responsible for notifying you about any changes made to the Terms and Conditions document.

#### **13. Trademarks**

Byjus<sup>®</sup>, Byjus.com<sup>®</sup> and its logo are accepted trademarks of Think and Learn Pvt. Ltd. All rights thereto are reserved.

#### **14. Enforcement of Terms and Conditions**

The Terms and Conditions will be governed by and construed in accordance with the laws of the Indian Judiciary System and you submit to the non-exclusive jurisdiction and of the state and federal courts located in Karnataka for resolution of any disputes.