

TERMS AND CONDITIONS OF ACCESS OR USE
Effective 15th June 2020.

1. Introduction

1. Empower Tutorials a unit of M/s Thinkviser SmartClass Private Limited, having its registered office at - 302, 3rd Floor, "A" Wing Prestige Point, Mumbai - Bangalore Highway, Warje, Pune - 411052 (hereinafter referred to as "Empower", "we", "us", or "our") provides online courses and conducts online classes, live demo, doubt clearing sessions for the students seeking to enrol for such courses (the "Services"), which Services are accessible at www.empowertutorials.com and any other websites through which Empower makes the Services available (collectively, the "Site") and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the "Applications").
2. By accessing or using the Site, Application or Services or by downloading or posting any content from or on the Site, via the Applications, you would be indicating that you have read, and that you understand and agree to be bound by these terms and receive our Services ("Terms of Services" or "Terms"), whether or not you have registered with the Site and/or Application.
3. Therefore, please read these Terms of service before accessing or using the Site, Application or Services or downloading or posting any content from or on the Site, via the Application or through the Services, carefully as they contain important information regarding your legal rights, remedies and obligations.
4. If you do not agree to these Terms, then you have no right to access or use the Site, Application, Services, or Collective Content (as defined below).
5. If you are using the Site, Application or Services then these Terms of Service are binding between you and Empower.

2. Definition

In addition to other words and expressions that may be defined elsewhere in these Terms, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

1. "Courses" means educational courses listed on the Site or Application.
2. "Course Fees" means the amounts that are due and payable by a Student for enrolment of Course.
3. "Collective Content" means Member Content and Empower Content.
4. "Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.
5. "Listing" means Courses that are listed by Empower as available via the Site, Application, and Services.

6. "Member" means a person, who completes Empower's account registration process, including but not limited to Teachers and Students, as described under "Account Registration" in Clause 7 below.
7. "Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or Empower's promotional campaign to be made available through the Site, Application or Services.
8. "Payment Method" means a payment method that you have added to your Empower Account, such as a credit card, debit card or net banking.
9. "Student" means a Member who enrolls for Courses on Application or Site, in case of minor student the parent or guardian who enrol their child or ward for the Courses on Application or Site.
10. "Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), service tax, that Empower may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.
11. "Teacher" means a Member who has been selected by Empower in order to provide services through the Site or Application
12. "Empower Content" means all Content that Empower makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Student Content.

3. Terms of Service

1. By using the Site, Applications or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined above), and constitute a binding legal agreement between you and Empower. The user further accepts to allow Empower Innovations Private Limited to reach them through call for providing existing services and for providing information on new products and services and will not be subject to DND regulations for such calls.
2. In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.
3. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal liabilities.

4. The Site, Application and Services comprise an online platform which creates Listings for Courses and Students may learn about and enrol for the course directly through the Site and Application.

5. You acknowledge and agree that, by accessing or using the Site, Application or Services or by downloading or posting any content from or on the Site or via the Application, you are indicating that you have read, and that you understand and agree to be bound by these Terms and receive our Services, whether or not you have registered with the Site and Application. If you do not agree to these terms, then you have no right to access or use the Site, Application, Services, or Collective Content. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

4. GDPR COMPLIANCE STATEMENT

Empower respects and complies with the EU General Data Protection Regulations (GDPR). Some of the key ways we comply with these regulations are:

1. Consent

We explain what you're consenting to clearly and without 'legalese', and ask that you explicitly consent to contact from us.

2. Breach Notification

In the event of a breach, we will notify affected users within 72 hours of first having become aware of the breach.

3. Right to Access

Users can request confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, we shall provide a copy of the personal data, in an electronic format.

4. Right to be Forgotten

Once we have compared your (the subjects') rights to "the public interest in the availability of the data", we may delete your personal data where you have requested this.

5. Data Portability

We allow you to receive the personal data concerning you, which we will provide in a 'commonly used and machine readable format' and you have the right to transmit that data to another 'controller'.

6. Privacy by Design

We implement appropriate technical and organisational measures, in an effective way and protect the rights of data subjects'. We hold and process only the data absolutely necessary for the completion of our duties (data

minimisation), as well as limiting the access to personal data to those needing to act out the processing.

5. Eligibility

Use of the Site, Application and Services is available only to persons who can form legally binding contracts under Indian laws. The Site, Application and Services are intended solely for persons who are 18 years of age or older. If you are below 18, then your parent or guardian can open an account and help you enrol in courses that are appropriate for you. The use of the Site, Application and Services is also not available to persons whose membership has been suspended or terminated by Empower for any reason whatsoever. Any access to or use of the Site, Application or Services by anyone under 18 years is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 years or older.

6. Usage of Site, Application or Services

1. The Site, Application and Services can be used to facilitate the Students to enrol for Courses. Such Courses are included in Listings on the Site, Application and Services by Empower. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to enrol for the Courses, you must first register to create a Empower Account (defined below).
2. Empower makes available an online platform which provides various online Courses for the Students. Unless explicitly specified otherwise in the Empower platform, Empower's responsibilities are limited to facilitating the availability of the Courses through the Site, Application and Services.

7. Account Registration

1. In order to access certain features of the Site and Application, and to enrol for Courses, you must register to create an account ("Empower Account") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section. A Teacher is also registered and an account ("Empower Account") created once selected by Empower for providing services through the Site or Application.
2. You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your Empower Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Empower through the Site, Services or Application; or (ii) allowing Empower to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Empower and/or grant Empower access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Empower to pay any fees or making Empower subject to any usage limitations imposed by such third-

party service providers. By granting Empower access to any Third-Party Accounts, you understand that Empower will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account

("SNS Content") so that it is available on and through the Site, Services and Application via your Empower Account and Empower Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Empower Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Empower's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Empower Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers. Empower makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Empower is not responsible for any SNS Content.

3. Your Empower Account and your Empower Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Empower Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Empower reserves the right to suspend or terminate your Empower Account and your access to the Site, Application and Services if you create more than one (1) Empower Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.
4. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Empower Account, whether or not you have authorized such activities or actions. You will immediately notify Empower of any unauthorized use of your Empower Account.

8. Course Listings

1. Empower will create Listing of various online Courses and the details about the Course, including, but not limited to, the subject, topic, number of sessions, mode of conduct, and time slots of the lectures and pricing and related rules and financial terms will be listed on the Site and the Application. Listings will be made publicly available via the Site, Application and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to Students preferences, ratings.
2. Students will be able to view Courses via the Site, Application and Services based upon the information provided in the Listing, Students requirements, and Students' search parameters and preferences. We understand and agree that once a Student requests enrolment for Course, We may not request the Student to pay a higher price than that mentioned in the Site or Application.

3. Please note that Empower assumes no responsibility for a Student's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Empower reserves the right, at any time and without prior notice, to remove or disable access to any Student for any reason, that Empower, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Empower's then-current Standards, Trademark & Branding Guidelines, or otherwise harmful to the Site, Application or Services.
4. If you are a Teacher, you understand and agree that your relationship with Empower is limited to being a Member and an independent, third-party contractor, and not an employee, agent, joint-venturer or partner of Empower for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Empower. Empower does not control, your offline activities. As a Member you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of Empower, including by inappropriately using any Empower intellectual property.
5. When you enrol for a Course, you will also be required to upload certain information, such as, uploading a profile picture or verifying phone number. Any Member wishing to enrol for any of the Courses must meet these requirements.

9. No Endorsement

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Empower with respect to such actions or omissions.

10. Payment Terms

1. If an enrolment is requested for any Course via the Site, Application or Services, We will either pre-approve, confirm or reject the enrolment request within the period of 7 days from the date of request for enrolment ('Enrolment Request Period'), otherwise the enrolment request will automatically expire. If We are unable to confirm or decide to reject an enrolment request within the Enrolment Request Period, any amounts collected by Empower for the requested enrolment will be refunded to the concerned Student. When We confirm an enrolment requested by a Student, Empower will send the Student an email, text message or message via e-mail and the Application confirming such enrolment, depending on the selections you make via the Site, Application and Services.
2. The Course Fees payable will be displayed to the Student before the Student sends an enrolment request to Empower. Upon receipt of the Student's enrolment request, Empower may initiate a pre-authorization and/or charge a nominal amount to Student's Payment Method pursuant to the Payments Terms. If a requested enrolment is cancelled (before any tuitions are provided), any amounts collected by Empower will be refunded to such Student, depending on the selections the Student makes via the Site and Application, and any pre-authorization of Student's Payment Method will be released, if applicable.
3. Empower will collect the Course Fees from Students at the time of the enrolment request.

4. Empower agrees that no refund will be permitted in respect of tuitions already provided and in accordance with the cancellation policy reflected in the relevant Listing, (i) permit the Student to cancel the enrolment and (ii) refund to the Student that portion of the Course Fees specified in the applicable cancellation policy. In case relevant Listing does not have a specified cancellation policy, the refund amount would be pro-rata to the unconsumed portion of the tuition.
5. You agree that Empower through its Site or Application would raise system generated invoice to the Student in relation to the Course for which the Student has enrolled or in relation to any kind of payment done, as per applicable laws. Empower will raise invoice for the above which shall be inclusive of all applicable Taxes.
6. You as a Student agree to pay the Course Fees for any enrolment requested, in connection with your Empower Account. Empower will collect the Course Fees pursuant to the Payments Terms.
7. Once you're confirmed enrolment transaction is complete you will receive a confirmation email summarizing your confirmed enrolment.

11. Cancellations and Refunds

1. If, as a Student, you wish to cancel a confirmed enrolment made via the Site or the Application, either prior to or after commencement of the Course, the cancellation policy contained in the applicable Listing will apply to such cancellation provided that no refund will be made in respect of tuitions already provided. Our ability to refund the Course Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site and Application. Empower will initiate any refunds due pursuant to the Payments Terms.
2. If We cancel a confirmed enrolment made via the Site, Services, and Application, (i) Empower will refund the Course Fees paid by the Student for such enrolment to the applicable Student pursuant to the Payments Terms which shall not exceed the total amount paid by the Student.

12. Taxes

You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "Tax Authority") where your office or residence is located may require Taxes to be collected from Students on the amount paid for the Course and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Course Fees set by Empower.

13. User Conduct

1. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

1. violate any local, state, national, or other law or regulation, or any order of a court, including, without limitation, Tax regulations;
2. use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
3. access or use our Site, Application, Services expose or allow to be used or exposed, any Empower Content: (i) that is not publicly displayed by Empower in its search results pages or listing pages before an enrolment is confirmed; (ii) in any way that is inconsistent with the Empower's "[Privacy Policy](#)" or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Empower's users or any other third party;
4. use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Empower endorsement, partnership or otherwise misleads others as to your affiliation with Empower;
5. dilute, tarnish or otherwise harm the Empower brand in any way, including through unauthorized use of Collective Content, registering and/or using Empower or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Empower domains, trademarks, taglines, promotional campaigns or Collective Content;
6. copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
7. infringe the rights of Empower or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right
8. interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
9. use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
10. use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
11. "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Empower Student;

12. register for more than one Empower Account or register for an Empower Account on behalf of an individual other than yourself, except in case where the parent is registering the account for its child or guardian for its ward;
13. contact another Member for any purpose other than asking a question related to an Enrolment, Course, Listing, or the Member's use of the Site, Application and Services;
14. recruit or otherwise solicit any Member to join third-party services or websites that are competitive to Empower, without Empower's prior written approval;
15. recruit or otherwise solicit any Member to join third-party services, applications or websites, without Our prior written approval;
16. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
17. use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
18. use the Site, Application, Services or Collective Content to find a Student and then complete an enrolment of Course independent of the Site, Application or Services, in order to circumvent the obligation to pay any Fees related to Empower's provision of the Services or for any other reasons;
19. violate these Terms or Empower's then-current Policies and or Standards;
20. engage in disruptive, circumventive, abusive or harassing behaviour in any area or aspect of our Platform, Application, or Services;
21. post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
22. systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
23. use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Empower's name, any Empower trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Empower's express written consent;

24. access, tamper with, or use non-public areas of the Site, Application or Services, Empower's computer systems, or the technical delivery systems of Empower's providers;
 25. attempt to probe, scan, or test the vulnerability of any Empower system or network or breach any security or authentication measures;
 26. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Empower or any of Empower's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
 27. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
 28. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
 29. advocate, encourage, or assist any third party in doing any of the foregoing;
or
 30. accept or make a payment for Course Fees outside Empower. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Empower harmless from any liability for such payment.
2. Empower has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, Empower may take a range of actions against you, including but not limited to deactivating or cancelling Empower Account, for a violation of this Section or these Terms.
 3. Empower may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Empower or to comply with legal process (for example, summons or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Empower, its users, or members of the public.
 4. You acknowledge that Empower has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms.

5. Empower reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Empower, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

14. Reporting Misconduct

If anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, or (ii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Empower by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

15. Privacy

In order to provide the services to you we collect some of your Personal Information. We describe our collection and use of personal information in our [Privacy Policy](#). Please review this policy. You must agree to the processing of your personal information as laid out in Empower's Privacy Policy (as may be updated from time to time). You agree that Empower may disclose personal information provided to us, including the data entered into the Website, if required to by law or government request such as a warrant, or as specified in the [Privacy Policy](#). You must be 18 years or older to use this service. You are responsible for preventing unauthorized access to your account.

16. Intellectual Property Ownership and Rights Notices

The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of India. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Empower and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of Empower used on or in connection with the Site, Application, Services, and Empower Content are trademarks or registered trademarks of Empower in India and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and Empower Content are used for identification purposes only and may be the property of their respective owners. As a Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content, including Empower's Trademark & Branding Guidelines (as may be updated from time to time).

17. Additional Terms

Our Site, Application and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

18. Application License

Subject to your compliance with these Terms, Empower grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use.

19. Empower Content and Member Content License

1. Subject to your compliance with these Terms, Empower grants you a limited, non-exclusive, non-transferable license, to (a) access and view any Empower Content solely for your personal and non-commercial purposes and (b) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.
2. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Empower or its licensors, except for the licenses and rights expressly granted in these Terms.

20. Member Content

1. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services, or through Empower promotional campaigns, you hereby grant to Empower a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. Empower does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.
2. You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Applications, Services or through Empower promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application, Services or through Empower promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to Empower the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Empower's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application, the Services or Empower promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret,

moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

21. Hyperlinks

The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Empower is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Empower of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

22. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("Feedback"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Empower and you hereby irrevocably assign to Empower and agree to irrevocably assign to Empower all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Empower's request and expense, you will execute documents and take such further acts as Empower may reasonably request to assist Empower to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

23. Copyright Policy

Empower respects copyright law and expects its users to do the same. It is Empower's policy to terminate in appropriate circumstances the Empower Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

24. Term and Termination, Suspension and Other Measures

1. Term

This Agreement shall be effective for till the time Members access or use the Site, Application or Services or by downloading or posting any content from or on the Site, via the Application or through the Services Until such time when you or Empower terminate the Agreement as described below.

2. Termination for convenience

You may terminate this Agreement at any time via the "Cancel Account" feature on the Site or by sending us an email. If you cancel your Empower Account, any confirmed enrolment will be automatically cancelled and any refund will depend upon the terms of the applicable cancellation policy. Without limiting our rights

specified below, Empower may terminate this Agreement for convenience at any time by giving you 30 days' notice via email to your registered email address.

3. Termination for breach, suspension and other measures

1. Empower may immediately, without notice terminate this Agreement if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Empower Account registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) Empower believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, Empower or third parties, for fraud prevention, risk assessment, security or investigation purposes.
2. In addition Empower may deactivate or delay reviews, or other Member Content, cancel any pending or confirmed enrolments, limit your use of or access to your Empower Account and the Site, Application or Services, temporarily or permanently revoke any special status associated with your Empower Account, or temporarily or permanently suspend your Empower Account if (i) you have breached these Terms or our Policies, including material and nonmaterial breaches and receiving poor ratings from Students, or (ii) Empower believes in good faith that such action is reasonably necessary to protect the safety or property of Members, Empower or third parties, for fraud prevention, risk assessment, security or investigation purposes.
3. In case of non-material breaches and where appropriate, you will be given notice of any measure by Empower and an opportunity to resolve the issue to Empower's reasonable satisfaction.

4. Consequences of Termination

1. If we take any of the measures described above we may (i) communicate to the Students that a pending or confirmed enrolment has been cancelled, (ii) refund the Students in full for any and all confirmed enrolments, irrespective of pre-existing cancellation policies, (iii) support the Students, on an exceptional basis, in finding potential alternative Courses, and (iv) you will not be entitled to any compensation for confirmed enrolments that were cancelled.
2. If You or We terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your Empower Account or any of your Member Content. If your access to or use of the Site, Application and Services has been limited or your Empower Account has been suspended or this Agreement has been terminated by us, you may not register a new Empower Account or attempt to access and use the Site, Application and Services through other Empower Accounts.

25. Survival

If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

26. Disclaimers

1. If you choose to use the Site, Application, Services or Collective Content, you do so at your sole risk. You acknowledge and agree that Empower does not have an obligation to conduct background or character checks on any Member, but may conduct such background or character checks in its sole discretion. If we choose to conduct such checks, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future.
2. The Site, Application, Services and Collective Content are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Empower explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. Empower makes no warranty that the site, application, services, collective content, including, but not limited to, any Courses, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Empower makes no warranty regarding the quality of any Listings, Courses, teachers, Students, the Services or Collective Content or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the Site, Application or Services.
3. No advice or information, whether oral or written, obtained from Empower or through the Site, Application, Services or Collective Content, will create any warranty not expressly made herein.
4. You are solely responsible for all of your communications and interactions with other users of the Site, Application or Services and with other persons with whom you communicate or interact as a result of your use of the Site, Application or Services, including, but not limited to, any Students. You understand that Empower does not make any attempt to verify the statements of users of the Site, Application or Services or to review any Course. Empower makes no representations or warranties as to the conduct of users of the Site, Application or Services or their compatibility with any current or future users of the Site, Application or Services. You agree to take reasonable precautions in all communications and interactions with other users of the site, application or services and with other persons with whom you communicate or interact as a result of your use of the Site, Application Or Services, including, but not limited to, Students, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by Empower. Empower explicitly disclaims all liability for any act or omission of any Student or other third party.

27. Limitation of Liability

1. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Application, Services and Collective Content, your enrolment of any Course via the Site, Application and Services, and any contact you have with other users of Empower whether in person or online remains with you. Neither Empower nor any other party involved in creating, producing, or delivering the Site, Application, Services, Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in

connection with these terms, from the use of or inability to use the Site, Application, Services or Collective Content, from any communications, interactions or meetings with other users of the Site, Application, or Services or other persons with whom you communicate or interact as a result of your use of the Site, Application, Services, or from your Enrolment of any Course via the Site, Application And Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Empower has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

2. In no event will Empower's aggregate liability arising out of or in connection with these Terms and your use of the Site, Application and Services including, but not limited to, your enrolment of any course via the Site, Application and Services, or from the use of or inability to use the Site, Application, Services, or Collective Content and in connection with any course or interactions with any other members, exceed the amounts you have paid or owe for enrolments via the Site, Application and Services as a student in the three (3) month period prior to the event giving rise to the liability. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Empower and you.

28. Indemnification

You agree to release, defend, indemnify, and hold Empower and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) enrolment of an Course; including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of an enrolment or attending of a Course.

29. Entire Agreement

Except as they may be supplemented by additional Empower policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between Empower and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any enrolments made via the Site, Application and Services (excluding Payment Services), and these Terms supersede and replace any and all prior oral or written understandings or agreements between Empower and you regarding enrolments, the Site, Application, Services, and Collective Content (excluding Payment Services).

30. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Empower (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

31. Governing Law and Jurisdiction

1. These Terms and your use of the Services will be interpreted in accordance with the laws of India excluding its rules on conflicts of laws. You and we agree to submit any dispute arising under these Terms to the personal jurisdiction of a court located in Pune for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
2. Any dispute, claim or controversy arising out of or relating to this Terms including the determination of the scope or applicability of this Terms to arbitrate, or your use of the Application or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator mutually appointed by Members and Empower. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Pune. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
3. If you are a resident of the European Economic Area (EEA) you have the right to complain to a Data Protection Authority about our collection and use of your personal information. For more information, please contact your local data protection authority in the EEA.

32. No Waiver

The failure of Empower to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Empower. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

33. Miscellaneous

1. Empower shall have no liability of any nature, whether in contract, or otherwise, for any losses whatsoever and howsoever caused, from or in any manner connected with any of the Services provided by Us.
2. Empower is not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond Empower's reasonable control.
3. You may not assign or transfer these Terms, by operation of law or otherwise, without Empower's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Empower may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

4. Empower reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) provided by Us with or without notice. You agree that Empower shall not be liable to You or to any third party for any modification, suspension or discontinuance of such Services. It is Your responsibility to review these Terms periodically for updates/changes.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the information provided by us, including any intellectual property rights of Empower or any person firm or corporation having posted information for availability through the Services provided by us.
6. You agree that in the event Your post or Your information violates any provision of this Terms, We shall have the right to refuse to provide You or any person acting on Your behalf, access to the Site and Application, terminate and/ or suspend Your access if applicable in the future.

YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE