



# TERMS OF SERVICE

## INTRODUCTION

Welcome to Skillifyedu (NEXDHA AI FINTECH PRIVATE LIMITED) By agreeing to these Terms, either for yourself or on behalf of a minor user, you consent to be bound by these conditions when accessing our services, whether through our online platform or at our offline centers. If you disagree with any part of these Terms, you should refrain from using or purchasing any services from us. These Terms apply to all users and minor users, including those who browse our website, purchase services, or contribute content (such as employees, vendors, and consultants). "You" encompasses all individuals using our platform or services, whether as a student, instructor, browser, or employee, including those who create or provide course materials. Any new tools or features introduced to our website or services will also be subject to these Terms. We also handle your personal data according to our Privacy Policy, which details how we process the information of users, minor users, employees, and consultants. By downloading, registering, accessing, purchasing, or using any part of our website or services, you (on behalf of yourself or a minor user) fully agree to these Terms, the Privacy Policy, and the Placement Policy. No separate agreement or action is required to acknowledge these policies, as your continued use of the website or services confirms your acceptance. If you do not agree with any of these policies, you should stop using the website or services immediately. These Terms constitute an electronic record under the Information Technology Act, 2000 and the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021, as amended from time to time. Please review the Terms and Privacy Policy carefully before using, registering, or accessing our website and services. In the event of any conflict between these Terms and other policies, the provisions outlined in these Terms will take precedence.

## DEFINITIONS

The following terms used in these Terms & Conditions are defined as follows, unless otherwise indicated by the context: Confidential Information refers to any information provided by one party to the other, whether in written, graphic, recorded, machine-readable, or other formats, relating to the business, clients, suppliers, finances, or products of the other party. This includes Course Materials and other proprietary content, except for information that is already publicly known or in the rightful possession of the recipient without breach of any obligation. Course refers to the programs offered by skillifyedu, delivered either online via our platform, through pre-recorded multimedia content, live-streamed classes using third-party applications, or physically at our offline centers.

Course Material refers to the instructional content provided by Skillifyedy as part of a Course. This includes assessment tests, exams, and any other relevant materials available on our platform. Intellectual Property Rights refers to copyrights, database rights, patents, design rights, trademarks, and other rights related to confidential information and intellectual property, whether registered or unregistered, worldwide. Job Assistance Program refers to the support services described in Clause 13(b) of these Terms, aimed at assisting users in securing employment opportunities. Legal Actions and Notices refer to any formal communication or legal notice, which must be delivered in writing via registered post. Minor User refers to any individual under the age of 18 who uses our services, with the consent and facilitation of a parent or legal guardian. Offline Center refers to any physical location operated by skillifyedu where in-person classes and programs are conducted. Platform refers to the Skillifyedu website, along with any other tools, features, or applications operated by the academy for delivering services. Pricing and Promotional Policy refers to the guidelines governing the pricing structure and promotional offers related to the courses available on the platform. Privacy Policy refers to the data protection and privacy guidelines of Skillifyedu, available for review on the website. Services refer to the provision of courses, course materials, and other services made available remotely through our platform or physically at our offline centers. Support System refers to the various channels Skillifyedu uses to address user inquiries, which may include one-on-one or group sessions conducted via phone, email, or third-party communication apps, as well as in-person sessions at offline centers. Terms refer to these Terms & Conditions governing the use of Skillifyedu services. User (also referred to as "you," "your") means any individual aged 18 or above who accesses our website and services, and is legally capable of entering into contracts under Indian law. This term also includes parents or legal guardians facilitating the use of services for a minor user. Website refers to the official Skillifyedu website located at

## **GENERAL TERMS AND CONDITIONS**

### **COURSE ENROLMENT**

When you and/or a Minor User enroll in a Course, you are granted a license to view or access the Course, depending on the program, either through our Platform, via live-streamed classes on third-party applications, or in-person at our Offline Centers. This license is for personal use only, and you are expressly prohibited from transferring, reselling, or sharing the Course or Course Material in any way. The Course Material provided as part of your enrollment is licensed, not sold, to you and/or the Minor User. This license does not allow you to transfer or resell the Course Material in any form (e.g., by sharing account details, downloading the materials, or distributing them on third-party platforms). Skillifyedu grants you, as a User and/or Minor User, a limited, non-exclusive, non-transferable license to access and view the Course and its related materials for which you have paid all required fees. This access is solely for your personal, non-commercial, educational use. All other uses, such as reproducing,

sharing, broadcasting, or creating derivative works, are strictly prohibited unless explicitly permitted by a written agreement signed by an authorized representative of Skillifyedu. Access to the Course Material is provided solely through our Platform, regardless of whether the Course is delivered online or in person. We reserve the right to revoke access at any time if legal or policy issues arise, such as copyright complaints or violations of our Terms and policies. "Lifetime access" refers only to the main Course content and does not include additional features or services, such as translation captions or ongoing support, which may be discontinued at Skillifyedu discretion.

## ACCOUNTS

You and/or a Minor User must create an account to purchase and enroll in Courses. You are responsible for any activity that occurs under your or the Minor User's account, whether by you, the Minor User, or an unauthorized third party. If you suspect unauthorized use of the account, you must immediately notify our support team. We may request information to verify account ownership before taking action. When creating and maintaining your or the Minor User's account, you agree to provide accurate and up-to-date information, including a valid email address. Skillifyedu is not responsible for ensuring that you or the Minor User meet eligibility criteria. You must not transfer your or the Minor User's account to another person or use someone else's account without their permission. In the event of a User's or Minor User's death, the account will be closed upon notification. For Minor Users: If you are under 18 years old, you must seek permission from your parents or legal guardians before registering or using our Services. If you are using our Services without such consent, please discontinue use until your parent or guardian has reviewed and approved your access. For Parents and Legal Guardians: You must provide informed consent before allowing a Minor User to access our Services. Your responsibility includes ensuring compliance with our Terms, Placement Policy, and Privacy Policy, and monitoring the Minor User's use of the Platform.

- If you are legally able to enter into binding agreements under applicable laws and you register, purchase, approve, or consent to the use of our Services by a Minor User, or facilitate access to our Services for a Minor User, you confirm that you are the Minor User's parent or legal guardian. You agree to be bound by these Terms, the Placement Policy, and the Privacy Policy on behalf of the Minor User. This includes taking full responsibility for any use of the Services by the Minor User, and your or the Minor User's actions—such as downloading, registering, purchasing, or using the Services—are considered your complete acceptance of these Terms, Placement Policy, and Privacy Policy on the Minor User's behalf.
- You acknowledge that any use of the Services by a Minor User will occur with your knowledge, consent, and supervision. When a Minor User accesses the Services, it is presumed that they have your approval and consent as their parent or legal guardian.
- You agree to ensure that the Minor User uses the Services in full compliance with these Terms, the Placement Policy, and the Privacy Policy. You will be held accountable for any losses or liabilities that the Company may incur due to the Minor User's failure to comply with

these Terms, Placement Policy, and Privacy Policy. The Company may, at its discretion, choose to verify your status as a parent or legal guardian through direct or third-party inquiries, but is not legally required to do so unless specified by applicable laws.

- However, you acknowledge that the Company cannot guarantee the accuracy of any information submitted by Users, including Minor Users. The Company is under no obligation to verify the identity of any User, including verifying whether someone who claims to be a parent or legal guardian during registration or use is indeed the Minor User's parent or guardian. Should any User fail to adhere to these Terms, the Company reserves the right to terminate the User's account and any associated Minor User accounts without prior notice.

- You and/or a Minor User may choose to terminate your account at any time by notifying our support team and following the procedures they provide. For more information on what happens when you terminate an account, please refer to our Privacy Policy.

## **PAYMENT TERMS**

### **Course Pricing and Fees**

Course prices and related details are displayed on our Website or other third-party platforms and may be updated without prior notice. Course prices are determined in accordance with our Pricing and Promotional Policy. When you or a Minor User log into your account, the currency displayed is based on your location when you originally created the account. If you are not logged in, the price shown will correspond to your current location. We do not offer the option to view prices in multiple currencies. In locations where sales tax, goods and services tax (GST), or value-added tax (VAT) apply, we will collect and remit these taxes to the appropriate authorities. By making a purchase, you agree not to use invalid or unauthorized payment methods. If your payment method fails, but you and/or the Minor User still gain access to the Course, you agree to settle the payment within 30 days of receiving a notification from us. We reserve the right to revoke access to our Services, including any Course, for non-payment.

### **Use of Third-Party Payment Processors**

We use third-party payment processors and aggregators to handle payments for our Courses and Services. Additionally, we have integrated third-party credit facilities and payment providers to offer more flexible payment options, which may vary depending on your location. These third-party providers may include credit facilities, digital lending platforms, or other financial services intermediaries, collectively referred to as "Third-Party Service Providers."

### **Third-Party Service Provider Charges and Policies**

Third-Party Service Providers may impose fees for using their services, and they may require your or a Minor User's personal information to complete a transaction. You may be redirected

to external websites operated by Third-Party Service Providers during the payment process. We do not guarantee the security or privacy practices of these providers, nor can we control how they handle your personal information. Before using their services, we recommend reviewing their terms, privacy policies, and other relevant documents to understand how your or a Minor User's information will be processed. Please note that Skillifyedu is not affiliated with any Third-Party Service Provider, and neither party is an agent or employee of the other.

### **Independent Agreements with Third-Party Providers**

Depending on the payment option you choose, you may be required to enter into a separate agreement with the relevant Third-Party Service Provider. Such agreements are independent of your relationship with Skillifyedu. We are not a party to any contract you enter into with Third-Party Service Providers and, therefore, are not liable for any issues arising from your agreement with them. Our role is simply to provide access to various payment options, and we do not directly offer any loans or financing services.

### **Responsibility for Third-Party Charges**

You agree that you are fully responsible for all charges incurred through Third-Party Service Providers. You also agree to indemnify and hold harmless Skillifyedu Academy, its affiliates, officers, directors, employees, and agents from any losses, liabilities, or claims arising from your use of our Services or any purchases made through Third-Party Service Providers. This responsibility continues even after you or a Minor User have stopped using our Services or have terminated your account. "Loss" in this context refers to any losses, liabilities, claims, legal fees, damages, and other costs incurred. Skillifyedu is not liable for any issues related to payments, including those that are lost, stolen, or incorrectly processed by Third-Party Service Providers. We explicitly disclaim any responsibility for services provided by these external providers.

## **Refund Policy**

All purchases of courses at Skillifyedu are final and non-refundable. This includes any payments made during pre-booking, in installments, or full payments. Once a payment has been processed, Skillifyedu is not obligated to issue refunds under any circumstances.

## **Usage Policy & Account Termination**

You and/or any Minor User under your supervision are responsible for ensuring that your use of Skillifyedu is solely for lawful and authorized purposes. Skillifyedu reserves the right to suspend, deactivate, or permanently ban your account, access to courses, and usage of the platform or services in the following situations:

1. Violation of any local or national laws and regulations.
2. Repeated or serious breaches of these Terms, Privacy Policy, or Placement Policy.

In line with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, users are strictly prohibited from uploading, sharing, or transmitting content that:

1. Infringes on the rights or privacy of others, including but not limited to intellectual property and personal privacy.
2. Is obscene, harassing, hateful, or incites violence or discrimination based on gender, race, ethnicity, religion, or caste.
3. Exploits or harms minors or contains inappropriate content harmful to children.
4. Violates any proprietary rights such as copyright, trademarks, patents, or other legal protections.
5. Deceives or misleads others regarding the origin of the content or spreads false or misleading information.
6. Engages in impersonation of another individual.
7. Contains any malicious software, viruses, or harmful code designed to disrupt or damage systems.
8. Violates any applicable laws in force.

## **Account Suspension & Termination**

Skillifyedu has full discretion to enforce its Terms of Use. In the following instances, we may terminate or suspend your (or a Minor User's) access to our platform and services, with or without notice:

- Violating the Terms of Use or any related policies.
- Failure to pay any fees when due.
- Extended periods of inactivity on the platform.
- Technical issues or other unexpected system problems.
- Suspected engagement in fraudulent or illegal activities.

If your account is terminated or suspended, Skillifyedu may delete your account and all related content, preventing further access to the platform. Even after termination, your content may still remain available on the platform. You agree that Skillifyedu will bear no liability for the termination of your account, removal of content, or restriction of access.

By using Skillifyedu, you acknowledge and agree to these terms for yourself and/or any Minor User under your supervision. Your compliance is essential for a safe and productive learning environment.

## Support System

The Support System provided by Skillifyedu is exclusively available for assistance related to the content and materials covered in your enrolled course. It is not intended for help with personal projects, external assignments, or activities outside of the course curriculum.

- The duration of access to the Support System is determined by the plan you have purchased.
- If any payment is missed or overdue, access to the Support System will be suspended until the payment issue is resolved.
- Any unauthorized sharing of Skillifyedu course materials, including videos, notes, programs, or other digital content, will result in legal action. The user responsible for such violations will bear all associated costs and liabilities.

## Third-Party Software Licenses

In some courses, Skillifyedu may provide users with legal software licenses to enhance the learning experience. The following conditions apply:

- These software licenses are provided strictly for the duration of the course and are to be used solely for course-related learning and practice.
- Commercial use of the software or course material by you or a Minor User is strictly prohibited and will result in the immediate termination of access to the course, the Support System, and any associated certificates.
- Any attempt to use these licenses for business purposes or non-educational activities may lead to legal prosecution and penalties.

## Skillifyedu Rights

Ownership of Platform & Services:

All elements of the platform and services, including our website, courses, course material, logos, APIs, databases, and code—whether created by our employees, consultants, or partners—remain the sole property of Skillifyedu. You or a Minor User are not authorized to alter, tamper with, or use these materials without explicit permission.

Intellectual Property:

All rights, titles, and interests in our platforms and services, including but not limited to our website, applications, logos, content, and proprietary information, are protected by copyright, trademark, and other intellectual property laws. You and/or a Minor User do not have the right to use the Skillifyedu name, logos, domain names, or any related intellectual property without prior written consent from the Academy.

# Security, Intrusion & Detection

While using or accessing the Skillifyedu platform and services, you and/or any Minor User under your supervision are prohibited from engaging in the following activities:

## **Unauthorized Access:**

Attempting to access, tamper with, or use restricted areas of the platform, Skillifyedu internal systems, or the technical infrastructure of Skillifyedu service providers.

## **Circumventing Security:**

Disabling, interfering with, or attempting to bypass any security features of the platform, or probing, scanning, or testing the vulnerability of any system within Skillifyedu infrastructure.

## **Reverse Engineering:**

Copying, modifying, creating derivative works, reverse engineering, disassembling, or attempting to discover the source code or content of the Skillifyedu platform or services.

## **Unauthorized Access Attempts:**

Accessing or searching the platform in any unauthorized manner, such as using automated systems (e.g., scraping, bots, or spiders) not supported by Skillifyedu available search functionalities through the website, mobile app, or API. Users may not send misleading or deceptive information (e.g., false emails appearing as Skillifyedu ) or interfere with the platform's operations, including sending viruses, overloading, flooding, spamming, or mail-bombing the services.

## **Interference with Services:**

Any activity that disrupts or attempts to disrupt the access and functionality of the platform, services, or the experience of any user or network. This includes causing unnecessary strain on our infrastructure, hosting malicious software, or performing any other action that hampers the delivery of services. Any unauthorized attempts to hack, copy, upload, alter, or damage the platform, services, or harm any user are strictly prohibited. Such actions may lead to severe penalties under applicable laws. To protect the integrity of the platform and ensure availability to legitimate users, all network traffic is monitored for security purposes. Skillifyedu reserves the right to monitor traffic and take action to ensure the security and performance of its systems. If you or a Minor User do not agree with these terms, you should refrain from using the platform, website, or services of Skillifyedu

Restriction of Liability and Disclaimer

**Account Suspension and Termination:**

Skillifyedu reserves the right to, at its sole discretion, restrict, block, or suspend access to the platform for any User or Minor User. This may include terminating accounts, removing content, and denying future access to services or parts of the platform without prior notice. Such actions can be taken for any reason, and Skillifyedu assumes no liability for these decisions.

**No Warranties:**

The platform, services, courses, and course materials are provided on an "as-is" and "as available" basis, without any warranties of any kind—whether express or implied. Skillifyedu expressly disclaims all liability for errors, omissions, inaccuracies, or inappropriate content such as defamation, offensive language, or misleading information that you or a Minor User may encounter while using the platform. No warranties, either express or implied, are made regarding the merchantability, fitness for a particular purpose, or non-infringement of content or services provided by Skillifyedu

1. Skillifyedu does not guarantee that the website or services will be uninterrupted or error-free, nor does it guarantee specific outcomes from using the platform, services, or course materials.
2. Skillifyedu is not liable for any content or statements made by users, advertisers, or third parties on its platform, and users are responsible for interpreting any information or images they encounter.

**User Responsibility:**

By using the platform, you (on behalf of yourself or any Minor User) accept full responsibility for any and all consequences resulting from the use of the platform and its services. Skillifyedu does not assume responsibility for any injuries, losses, penalties, damages, or claims related to the use of the platform or services, including those caused by third-party advertisers or data collection practices. Users agree to indemnify and hold harmless Skillifyedu, its operators, and partners from any claims, damages, or liabilities that may arise from using the platform and services.

**Service Modifications:**

Skillifyedu reserves the right to discontinue or modify certain features or services at any time and for any reason, without prior notice. These decisions are made at Skillifyedu sole discretion and may include changes in the availability of certain course materials or services.

**Force Majeure:** Skillifyedu is not responsible for any delays, interruptions, or failures in service caused by events beyond its reasonable control. Such events include, but are not limited to, natural disasters, acts of war, sabotage, power outages, internet service failures, or government-imposed restrictions.

## Indemnity and Release

To the fullest extent permitted by applicable law, you (on behalf of yourself and/or any Minor User) agree to defend, indemnify, and hold harmless Skillifyedu, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising from:

- (i) Your or the Minor User's use of and access to the platform;
- (ii) Your or the Minor User's violation of these terms or any applicable policies;
- (iii) Your or the Minor User's infringement of any third-party rights, including but not limited to intellectual property, privacy, or any other proprietary rights;
- (iv) Any breach or default in payment of any loans, equated monthly installments, or financial agreements with third parties;
- (v) Violation of any applicable laws.

This obligation to indemnify and defend will continue to apply even after termination of your and/or a Minor User's use of the platform.

By using the platform, you (on behalf of yourself and/or any Minor User) expressly release Skillifyedu, its affiliates, and their respective officers, directors, employees, and agents from any liability, cost, or damage resulting from the actions or inactions of any third-party service providers. You also waive any claims or demands against Skillifyedu and its affiliates under any applicable statute, contract, or legal theory.

## Limitation of Liability

Skillifyedu, its educational partners, affiliates, employees, directors, officers, agents, vendors, and suppliers will not be held liable for any indirect, special, incidental, or consequential damages arising out of or in connection with your (or any Minor User's) use or inability to use the platform or any program. This includes, but is not limited to, damages for:

1. Lost profits,
2. Loss of goodwill,
3. Loss of data,
4. Work stoppage,
5. Search result inaccuracies,
6. Computer or device malfunctions,
7. Viruses or other technical issues.

Skillifyedu maximum liability under any circumstance will be limited to the amount of fees paid by you in connection with your enrollment in a program, if applicable. Under no circumstance will Skillifyedu or any of its associated institutions be liable for any consequential or incidental damages, regardless of the form of action (whether in tort, contract, strict liability, or otherwise).

# Binding Agreement

## Agreement to Terms:

By registering for, accessing, or using Skillifyedu services, you agree to enter into a legally binding contract with Skillifyedu. If you do not agree to these terms, you should refrain from using any of the services offered by Skillifyedu.

## Communication:

Any formal communication or notices to Skillifyedu must be sent in writing to the address provided on the platform. Similarly, any communications to you will be sent to the email address provided during your registration.

## Validity of Provisions:

If any clause of these terms is found to be invalid or unenforceable by law, it will be replaced with a valid provision that closely matches the original intent. The rest of the agreement will remain fully in effect.

## Non-Waiver of Rights:

Delays in enforcing any of the terms do not constitute a waiver of Skillifyedu rights. Even if Skillifyedu chooses not to exercise a right in one instance, it reserves the right to enforce that right in the future.

## Surviving Clauses:

The following clauses will continue to apply even after the expiration or termination of the agreement: Course Enrolment, Skillifyedu at Your Own Risk, Skillifyedu Rights, Indemnity and Release, Limitation of Liability, Binding Agreement, and Governing Law, Jurisdiction, and Dispute Resolution.

# Governing Law and Jurisdiction

## Applicable Law:

These Terms and any disputes arising from them will be governed and interpreted according to the laws of the Republic of India. Bhubaneswar courts shall have exclusive jurisdiction over all legal matters related to these Terms, unless otherwise resolved by alternative dispute resolution methods. You agree to refrain from initiating any class action suits.

**Dispute Resolution:**

Any dispute arising in connection with these Terms will be resolved through arbitration as per the Arbitration and Conciliation Act, 1996. A single arbitrator will be appointed by mutual consent of both parties. The arbitration will be conducted in English, and the seat and venue of arbitration will be Bhubaneswar. The arbitrator's decision will be final and binding on both parties. Both procedural and substantive laws applicable will be those of India.

## Policy Changes

Skillifyedu reserves the right to modify these Terms at its discretion. Changes may occur to clarify our practices or incorporate new features, without prior notice. If a significant modification is made, we will notify you either by sending an email to the address linked to your account or by posting a notice on the platform. Changes will be effective immediately upon being posted unless otherwise specified. Continued use of the platform after these changes signifies your acceptance of the revised Terms. Should you or any User have grievances or identify discrepancies with any of our Services or these Terms, you may contact us at [support@nexdha.com](mailto:support@nexdha.com). We aim to address all concerns within the timeframe stipulated by applicable law. Please note that the grievance officer's contact details may change from time to time.

## Learning Support for Users

**Support Availability:** Skillifyedu is committed to providing users with personalized learning support. Our support team is available during working hours from 10:00 AM to 6:00 PM on all working days, excluding public and national holidays.  
**Non-Operational Hours:** Please note that our support team will be unavailable outside of these hours and on designated holidays.  
**Language of Instruction:** All courses and support provided by Skillifyedu will be delivered exclusively in English. We wish you the best on your learning journey, and our dedicated team at Skillifyedu is here to assist you along the way. Happy learning!