

## TERMS AND CONDITIONS

The agreement herein shall be referred to as the ("Agreement").

### 1. YOUR CONSENT

We believe that, every user of our Application/Services/products/Website must be in a position to provide an informed consent prior to providing any Information required for the use of the Application/Services/products/Website. By registering with us, you are expressly consenting to our collection, processing, storing, disclosing and handling of your information as set forth in this Policy now and as amended by us. Processing, your information in any way, including, but not limited to, collecting, storing, deleting, using, combining, sharing, transferring and disclosing information, all of which activities will take place in India. If you reside outside India your information will be transferred, processed and stored in accordance with the applicable data protection laws of India.

### 2. ACCEPTANCE OR NON-ACCEPTANCE OF THIS AGREEMENT

- a. In the event of use or access the website or its products and services, you voluntarily agree and accept that you have read, understood and agreed the Terms and Conditions, obligations, representations, warranties and agreements contained in the Agreement. In the event, you are not willing to accept the Agreement you may immediately send us an email within 24 hours of your enrolment to [support@britishlearning.uk](mailto:support@britishlearning.uk) informing us of your non-acceptance.
- b. In case of Non-Acceptance You shall not be authorized or allowed to proceed further to view or use in any manner any content, information, courseware, products and services ("Services") published, available or provided on [www.britishlearning.uk](http://www.britishlearning.uk) (the "Website"), which is owned, maintained, owned and monitored by British Learning and Accessories Private Limited located at 5th Floor, Raheja Titanium, Western Express Hwy, Geetanjali Railway Colony, Ram Nagar, Goregaon, Mumbai, Maharashtra 400063 and UK office at 2, Churchill Court, 58 Station Road, North Harrow, Middle sex, HA2 7SA, London hereinafter referred as ("Us", "We" or "Our").

### **3. ACCOUNT CREATION AND ACCESS**

- a. By entering into this Agreement, You acknowledge and agree that Your user ID and password ("Participant Account") is for Your exclusive use only. A Participant Account will be needed for activities on our website, including purchasing and accessing content. Use or sharing of Your Participant Account with another user is not permitted and is cause for immediate blocking of Your access to the Website, the Services and the Content, the Courseware, and termination of this Agreement.
- b. You agree that you are solely responsible for maintaining the confidentiality of Your Participant Account and for all activities that occur under it or if you become aware of or have reason to believe that there is any unauthorized use of Your Participant Account, you agree to immediately notify us by writing to us at [support@britishlearning.uk](mailto:support@britishlearning.uk). You also agree to take all reasonable steps to stop such unauthorized use and to cooperate with us in any investigation of such unauthorized usage. In the event of any causality, mishappening or untoward incident or death of the holder of the Participant Account, the account shall cease to operate and further become non-functional and in such given circumstances, we shall not be held responsible and liable for any claims related to the use or misuse of Your Participant Account due to the activities of any third party outside of our control or due to Your failure to maintain the confidentiality and security of Your Participant Account. It is understood that Participant Account holder is not a minor and in the event, it is found that the Participant Account Holder is a minor, the present agreement shall render invalid and consequently, non-est. In other words, the Participant Account holder must be of 18 years age or above for availing, holding and maintaining the said Account.

### **4. COLLECTION AND USE OF YOUR PERSONAL INFORMATION**

- a. We ensure privacy of maintaining details given by you though we may obtain your information through mobile phone or through web portal which contains your details those can be used to identify you. It is understood that you unconditionally consent for usage of such collected information as per our policy to improve your experience through availing of our services.

## **5. USE OF THE PLATFORM**

- a. By registering on the Platform, you undertake that the account has been created for your personal use and not for any third party.
- b. Subject to our policy and the Platform Terms, British Learning hereby grants you a non- exclusive, non-transferable, non-sub licensable, limited license to access and use the British Learning Platform for your own personal, non-commercial and private use on as is where is basis in accordance with these Terms and Conditions and other Platform Terms.
- c. Further, subject to payment of the Subscription fee, your compliance (as a Learner) with all Platform Terms, British Learning and the Content Providers grant you (as a Learner) a non- exclusive, non-transferable, non-sub licensable, limited license, during the applicable Subscription Period, to access and view the content you have subscribed to and attend live videos in association with your Subscription, for personal, non-commercial, private use only, in accordance with the Platform Terms. We may automatically remove your access to the content from your Compatible Device after the end of the Subscription Period or in accordance with any restriction mentioned in the Platform Terms.

## **6. EDUCATION RESEARCH**

British Learning is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the Content Offerings. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

## **7. CONTENT AND COURSEWARE**

- a) The services offered by British Learning on its website include access to our content, courseware, practice tests and other information, documents and data, which may be through audio, video, written, graphic, recorded, photographic, or any machine readable format in relation to the specific certification training course for which, you have registered yourself for (“Content and Courseware”). The Services and the Content and Courseware are provided solely for your personal and non-commercial use

to assist you in completing the certification training course You have registered for ("Restricted Purpose").

- b) British Learning reserves the right to amend, revise or update the Content and Courseware offered to its users and in case of such an amendment, revision or updation, user may be required to pay an additional fee to further access the services offered.

## **8. REPRESENTATION OF PARTIES**

- a. There is no Guarantee of Technical Competence. The Course(s) will prepare student for passing any applicable competency or licensing examination. However, 'British Learning' does not guarantee a student's technical competence as a result of taking the Course(s), or that the student will pass a professional competency or licensing examination with his own acquired knowledge.

### **Performance Violates No Law or Agreements-**

- b. As far as the Parties are aware, the execution and performance of this Agreement does not contravene any law, governmental rule or regulation, or any provision of any other agreement, which both the parties understand without any reservation. It is absolutely made crystal clear and/or is given clear understanding of the true state of affairs that the Students who seek admission for courses in Counselling, Psychology, Special Needs for Children, Nutrition etc in no way can represent themselves as Doctors or Medical Practitioners in any way. We are neither a University / College or any Statutory Body / Council and do not confer any kind of degrees. These are Online Courses and do not have any Practical Sessions or any kind of Clinical Training. Students completing these courses are therefore in no way eligible or authorized in any way to misrepresent themselves as any kind of medical practitioners or treat any patients or prescribe any kind of medicines or perform any kind of procedures. We are in no way responsible or liable under law for any such acts of misrepresentation, if any, by the students.
- c. Our Certificates are in no way valid for seeking the VISA to any country or for kind of migration to a foreign country. We also do not claim that our certificates or the diploma(s) awarded by us are valid for seeking any kind of employment in any kind of organisation in any part of the world.

- d. All content and information in our courses PG Diploma in Psychology and PG Diploma in Counselling is for informational and educational purposes only. It does not constitute any health advice nor it is a substitute for any kind of Professional/medical training or advice. It is always advisable to seek the guidance of a doctor or a qualified health professional in case any behaviour psychological health issues are observed. Never disregard the advice of a medical professional or delay in seeking medical advice just because of something you have studied in this training program. Students completing this course are in no way authorised or qualified to dispense/prescribe any kind of medicine or start any kind of medical treatment. These courses have been specifically designed for informative purposes and/or to bring out awareness as regards to general issues that arise in a normal school environment.

## **9. USAGE OF THE WEBSITE AND SERVICES**

- a) On registration, the user shall avail sole, personal, restricted, non-transferable, non-commercial, non-exclusive and revocable license to use the website and contents and products and services offered by British Learning till the term of the training course which shall be of 1-year duration from the date of enrolment till completion of the certificate program.
- b) Needless to state here that use of the contents and courseware for any purpose other than restricted use is strictly prohibited and breach of the said conditions shall lead to legal action.
- c) It is made clear that you are not permitted to reproduce, transmit, distribute, sub-license, broadcast, disseminate or prepare derivative works of the Content and Courseware, or any part thereof, in any manner or through any communication channels or means, for any purpose other than the Restricted Purpose, without our prior written consent and in the event it is so found or it comes to our knowledge or is brought to our notice that you are breaching the said conditions, you shall be responsible and liable for consequences thereof under law.

## **10. INTERNSHIPS OPPORTUNITIES AND ASSISTANCE**

- a) We render assistance to students for securing Internships who have completed the following courses

1. Post Graduate Diploma in International Teacher Training
2. Post Graduate Diploma in Business Administration
- b) To avail Internship assistance, a student should have:
  1. Completed full and final payment fee
  2. Successfully cleared the examination
  3. Completed at least 6 Months of aforementioned course after securing admission
  4. Internship could be offered in Corporate Companies, MSME, Educational Institution, Edtech Companies or any company which has internship vacancies at that point of time. Our company may also hire interns if we have vacancies at that point of time
  5. We are merely assisting our students on a request basis. We do not charge for the same or are bound to offer Internships.
  6. If the student refuses an Internship offer, he/she cannot re-apply for the same
  7. Internship may be work from home/ work from office. This will be at the sole discretion of the company offering Internship
  8. Internships are for a maximum period of 4 Months. Internships may be extended at the sole discretion
  9. The maximum stipend paid during internship is Rs. 5000/-.
  10. Internships would not in any manner be treated as contractual employment.
  11. Internship can be terminated by the Employer/ Company with immediate effect and without prior notice.
  12. The student cannot claim any other benefits apart from the stipend or avail of paid leaves, or any other benefits whatsoever.
  13. Our Company stands indemnified and cannot be considered a party to hold responsible if the student has any dispute or issues with the Employer or Employing company.

#### **11. COPYRIGHT & TRADEMARK**

- a) British Learning holds sole and complete rights to its logo and words "British Learning". The website, and its contents and products/services are solely owned and operated by the service provider under the name and style of "British Learning".

- b) Use of the words “British Learning” and the logo for the purpose of sales/promotional material or certificates issues on their behalf will lead to legal action being taken against any person who infringes.
- c) The Website of ‘British Learning’ and all of its contents, features and functionality (including but not limited to all text, displays, images, video and audio and the design, selection and arrangement thereof) are owned by ‘British Learning’. You must not reproduce, distribute, modify, create, derivate works of, publicly displayed and publicly performed, republish, download, store or transmit any of the material as available in the said website.
- d) As a condition of accessing the said Website and its usage, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose any ‘British Learning’ Content or any of its portion and (b) use the ‘British Learning’ Marks or the name, trademarks, service marks, or other materials for transmission to any other unauthorised purpose(s).
- e) Please verify all Content prior to use. In the event you come across any Content that is incorrect, infringing, offensive or objectionable, please notify us immediately at the address: British Learning and Accessories Private Limited located at 5th Floor, Raheja Titanium, Western Express Hwy, Geetanjali Railway Colony, Ram Nagar, Goregaon, Mumbai, Maharashtra 400063 Email: [support@britishlearning.uk](mailto:support@britishlearning.uk)
- f) British Learning is thoroughly compliant with the applicable Intellectual Property Right Laws and will initiate strict action against all perpetrators who infringe the intellectual property owned and possessed by British Learning.

### **Intellectual Property Rights**

- g) ‘British Learning’ shall retain all rights, title and interests in and to its intellectual property and no right, title or interest therein are transferable under this agreement, except for use in rendering services and for no other purposes. ‘British Learning’ shall retain all rights, title and interests in and to its own technology and information and, except as expressly set forth in agreement, no right, title, or interest therein is transferable under this Agreement.
- h) The Website of ‘British Learning’ and all of its contents, features and functionality (including but not limited to all text, displays, images, video

and audio and the design, selection and arrangement thereof) are owned by 'British Learning'. These terms of usage grant you a personal, non-exclusive, non-transferable, revocable access and usage of website by which you access the material for your own personal and non-commercial use. You must not reproduce, distribute, modify, create, derivate works of, publicly displayed and publicly performed, republish, download, store or transmit any of the material as available in the said website.

- i) It is made clear that title to all inventions and discoveries made by 'British Learning' and displayed on its Website by way of products, services or such related materials shall reside with 'British Learning'.
- j) While you are granted a limited and non-exclusive right to use the said Website, the Services, and the Content and Courseware for the Restricted Purpose as set forth in this Agreement, you acknowledge and agree that we are the sole and exclusive owner of the Website, the Services and the Content and Courseware and as such are vested with all Intellectual Property Rights and other proprietary rights in the Website, the Services, and the Content and Courseware are protected by Intellectual Property Rights, Copyright, Trademark and such other related laws of India.
- k) You acknowledge and agree that this Agreement other than permitting you to use the Website, the Services, and the Content and Courseware for the Restricted Purpose does not convey to you in any manner or form any right, title or interest of a proprietary, or any other nature in the Website, the Services, and the Content and Courseware.
- l) The words "BRITISH LEARNING" and the logo is protected under Copyright / Trademark & Design Laws. Any student found using the Logo's or the word "British Learning" on any sales/ promotional material or certificates issued by them/ their company or any organisation they are associated with will invite penal action and we have the right to initiate civil and or criminal proceedings against any kind of infringement.

## **12. PRIVACY**

- a. British Learning assures complete privacy of information provided by the user while registering for the services offered. The secured log-in username and password, and any personal information provided by the user and collected online via the Mobile Application or web portal is protected.



### **Personal Information**

- b. “Personal Information” and “Sensitive Personal Data Information” shall mean and include all such information whereby you can be identified as a particular individual by your name, phone number, email address, house number or any additional set of information such as unique device identifiers like IMEI, MEID, IMSI, or ESN, Media Access Control (“MAC”) address, and Internet Protocol (“IP”) address etc. including but not limited to financial information relating to You, your credit or debit cards, pin or any information which can be termed as confidential information under applicable laws, rules and regulations, including the applicable Data Protection Laws and Sensitive Personal Data Information Rules framed thereunder. Your data will be protected under applicable Data Protection Act. If you do not wish to receive any marketing communication through email or any newsletters and other communications, you can unsubscribe such services on the Email through which such communication is received by you.

### **Collection and Use of your Personal Information**

- c. We are committed at all times to ensure the privacy of your Personal Information. We may obtain your information through your mobile phone device or through web portal which may include information that can be used to identify you as a particular individual. The said information will be used by us to improve your experience to use the Service.

### **Device Information**

- d. We collect information from and/or about the phones, or other devices from where you install or access Services. We also collect and analyse the International Mobile Equipment Identity (IMEI), operating system platform and version of your device. We may also collect technical information to help us identify your device for diagnostic purposes only. The personally identifiable information is used by us to resolve disputes; troubleshoot problems; help to provide a safe and secured Service; to prevent abuse of the Application.

### **Cookies Information**

- e. When you visit our site, we may send one or more cookies – a small text file containing a string of alphanumeric characters – to your hand-held device/computer that uniquely identify your browser. A session cookie is temporary and disappears after you closes your browser. You can configure your web browser to refuse all cookies or to indicate when a cookie is being sent. However, the Site may not function properly if the ability to accept cookies is disabled

### **13. PRICING, PAYMENTS AND REFUNDS**

- a) All services and products offered by British Learning are chargeable inclusive of taxes. Before you pay any such charges, you will have an opportunity to review and accept the same that you will be charged and, as applicable, any other terms and conditions associated thereto. 'British Learning' reserves the right to determine pricing from time to time for the services being rendered and that reasonable efforts shall be made to keep pricing information published on the Website up-to-date. 'British Learning' may change the charges for any feature of the service(s) including additional charges. However, 'British Learning' shall give you advance notice of changes so made in the applicable charges. 'British Learning', at its sole discretion, may make promotional offers with different features and different pricing. These promotional offers, unless made to you or accepted by you, will not apply to you and we reserve the right to revoke a promotional offer at any point of time. The prices are subject to changes from time to time.
- b) We reserve the right to change prices for all our products, offers, or deals. These changes are done due to market conditions, course termination, providers, price changes, errors in advertisements, and other mitigating circumstances. However, the price you paid at the time of availing the said services shall hold good till you have completely availed such services.
- c) **Third-Party Service Providers** may also charge you fees to use or access their services and may require your Personal Information to complete any transaction for the Platform. Further, to facilitate completion of your payments to us through the Platform or avail the payment options provided to you, you may be redirected to an external website operated by the Third-Party Service Provider. We cannot and do not (i) guarantee the

adequacy of the privacy and security practices employed by or the content and media provided by the Third-Party Service Provider or its respective websites or (ii) control collection or use of your Personal Information by such Third-Party Service Provider. Hence, prior to using any services offered by a Third-Party Service Provider, we suggest that you read their terms and conditions, privacy policy and other policies, that may apply, to understand their terms of usage and to understand how your Personal information is being processed. British Learning is not affiliated to any Third-Party Service Provider and neither British Learning nor any of the Third-Party Service Provider are agents or employees of the other.

- d) Further, pursuant to the payment option you may choose, you may be required to enter into a separate agreement with the relevant Third-Party Service Provider. This agreement with the Third-Party Service Provider is an independent contract/agreement between you and such Third-Party Service Provider and British Learning shall in no manner be a party to the same. British Learning is only facilitating various payment options to you and is not offering the payment by itself in any manner.
- e) You agree that you are solely responsible for all charges that occur through such Third-Party Service Providers and acknowledge and agree to indemnify, defend, and hold harmless British Learning, its licensors, their affiliates, and their respective officers, directors, employees, and agents from any loss arising out of or related to the use of the Platform or any purchases made through the Platform. This obligation will survive your use of the Platform and termination of your Agreement with us. For purposes of the Platform Terms, "Loss" means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties). British Learning shall not be liable to you for any claims arising out of any act or omission on the part of the Third-Party Service Provider(s) including, but not limited to, any lost, stolen, or incorrectly processed payments. British Learning expressly disclaims any responsibility and liability for all services provided by the Third-Party Service Provider(s).
- f) Please note that all Subscription payments are collected by British Learning only through the Platform and not through any third parties (except Third-Party Service Provider(s)). We do not usually authorize any

third party (except Third-Party Service Provider(s)) to collect monies on our behalf; however, if we have authorized any third party then such third party will have received a written authorization from British Learning either by way of any agreement or an authorization letter. Kindly verify with such third party before you make any payments to them, alternatively, you can always check with us by writing to us at email address provided under the 'Contact for User Support/Queries' section below.

- g) Further, British Learning is solely authorized to offer discounts / offers, if any, on the Subscription prices. These discounts / offers are communicated on the Platform or via direct communication to you from British Learning via email, SMS, phone, or such other means of communication, and can be availed only through the Platform, unless otherwise specifically communicated by British Learning. Other than British Learning, no person, including without limitation, Content Providers or any third-party platform, are allowed to offer any discounts on the Subscription prices offered on the Platform. British Learning shall not be liable for any claims arising from such unauthorized discounts / offers offered by any person (including any third- party platform or Content Provider), other than British Learning.

#### **14. AUTHORISED TRAINING CENTRES**

- a. British Learning gives its accreditation to courses other Pre-Schools / Training Centres, who fulfil certain norms for their training Quality to conduct "British Learning Certified Courses". We only share our Curriculum/ Training Manuals. We are not able to physically verify their facilities or infrastructure. We in therefore in no way take any responsibility for the actual delivery of the education of the Authorised Training Centres. We are not involved in any way for the training/ teaching / infrastructure part of the educational program.

## **15. EXAMS, CERTIFICATION & OTHER POST COURSE COMPLETION FORMALITIES**

- a) Post Course completion students have to appear for a Multiple Choice Questions (MCQ) Examination. In case the student fails in the first attempt or is not satisfied with the marks secured, the student can at no additional cost appear for a second attempt. However, any further attempts can be granted only if we feel there is a genuine difficulty or problem. However, all such additional attempts shall be on a chargeable basis.
- b) The student after successfully completing passing the exam may download a soft copy of the certificate. In case the student wishes to get the hard copy of the certificate and a transcript the student may inform us about the same. Students who have paid in Indian Rupees will get the Certificate and Transcript delivered to any address in India only. Students who wish to get their certificates/ transcript delivered in any part of the world would have to pay the required/prescribed fees in USD or GBP only.
- c) Students are also eligible to get a Reference Letter from us. This however is issued without any liability whatsoever to us. Students are also issued a British Learning Certified Professional ID-Card after course completion.

## **16. IDENTITY CARDS**

- a. This ID-Card is issued by British Learning for the sole purpose of verifying the authenticity/ genuineness of the identity of the holder. The unique ID number is the ID of the students maintained in the student records maintained by British Learning. It in no way is any kind of registration issued by a medical body, council or a government body. British Learning has no means to verify the authenticity of the name or photograph of the student. This ID-Card therefore cannot be used for any kind of identification. British Learning has no liability whatsoever in case the ID-Card is used by the student for unlawful acts or misrepresentation.

## **17. DISCLAIMERS**

- a) Course offered by British Learning are not affiliated with any statutory/professional/accredited body. The certification issued by

British Learning is not a substitute for a professional degree which is a pre-requisite to carry on district professional vocations.

- b) Courses in Special needs Education, Child Psychology, Learning Disabilities, Counselling are only for knowledge purposes to sensitize School teachers and give them a basic awareness of the problems faced by students in a classroom environment. However, the said courses are only informative and educative in nature but do not provide the necessary knowledge to a student in any way to give any kind of treatments, therapies or prescribe any kind of medicines.
- c) Similarly, our Courses in Naturopathy or Nutrition have been designed to give information to a student from the educational point of view. The knowledge imparted in no way can replace the advise or treatment prescribed/ suggested by a Medical Practitioner. Students are in no way qualified to prescribe any kind of medicines or advise a person suffering from any kind of sickness or pre-existing ailments.
- d) We do not award any doctorate or any degrees to students. If a student has added the prefix Dr. in his application form and the same is printed on his certificate/ transcript/ or any other documents without any liability to our company. We do not collect any doctorate documents at the time of admission.
- e) We are not a medical institute or training centre or college. Any information provided by us on the Website/ Courses is for informational purposes only. You should not take any action based upon any information contained on the Website. Use of the Website is not meant to serve as a substitute for professional medical advice and reliance on any information provided by the Website or the Program is at your own risk.
- f) The Training Programs or any other information available on the Website is not a medical advice. The advice given under any of our Training Program including but not limited to the food plans, diets, workout and exercise plans, counselling, knowledge of psychology or any topic related to health should not be misconstrued as medical advice.
- g) We do not guarantee as to any of the Training Program or any advice given to you will be suitable to your health and any advice may respond differently depending on various factors to the human body. We shall not be responsible for any issues, side effects including without limitation any allergic reactions to you on account of following our Program, advice, diet

and nutrition plans and therefore, we strongly advise you to consult your doctor before trying or referring or advising on any of the Program available on our Website.

- h) User shall consider the risks involved and consult with their medical professional before engaging in any Training Program, we are not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, any Program provided by us.
- i) You agree and understand that using our training courses cannot be substituted for personal medical attention, diagnosis or in person treatment by a qualified medical professional.
- j) Interactions with our associates, consultants or any representative do not constitute the practice of medicine and consultations cannot be used for providing a formal medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use the knowledge you obtain from our courses to diagnose or treat a medical condition. Please see your doctor in person if you are looking for a personal medical evaluation, diagnosis, or prescription.
- k) Our Training Programs and Services are structured to support the health decisions and choices that you make, with respect to your lifestyle. These decisions and choices are yours, and we believe that you are the best person to decide about your health and that these decisions should be made in accordance with the advice you receive from your own doctor. We and our associates, consultants or any representative are not liable or responsible for any injury or disease including aggravation, acceleration or recurrence of such injury or disease or death arising from or in connection with nutritional or exercise advice and dietary information provided in consultations, Programs or by other resources.
- l) We do not recommend use of our Program as replacement of doctor's advice or medical treatment. Neither do we take any decision for you or your family as to whether to take medical treatment or not.
- m) We respect medicine, science and also respect nature and the intelligence and healing power of human body.
- n) We do not confer any doctorates nor do our students after course completion are competent to practice as medical practitioners.

## **18. USER COMMENTS AND OTHER SUBMISSIONS**

- a. If, you send certain specific submissions or you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “User Submission”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any User Submission that you forward to us. We are and shall be under no obligation: (1) to maintain any User Submission in confidence; (2) to pay compensation for any User Submission ; or (3) to respond to any User Submission . We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or the Terms and Conditions. You agree that your User Submission will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your User Submission will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You shall not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any User Submission. You are solely responsible for any User Submission you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party. By providing or submitting your User Submission, you are allowing us to host this material on our servers and display it to you and users of the Website without any limitation other than those imposed by us. You are solely responsible for your User Submission which is transmitted, posted, or distributed by you through the Service, including but not limited to the contents of your e-mail communications, information, personal contact details, photos or images posted by you and information, photos, images, sound files or your User Submission posted by you in a forum or other page. By posting your User Submission, you grant to the Company an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty free license (sub-licensable through multiple tiers) to (a) use,



distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submission (or any modification thereto), in whole or in part, in any format or medium now known or later developed and (b) use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that the Company deems appropriate in its sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service) without any further consent, notice and / or compensation to you or others. The Company reserves the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes.

- b. By submitting any User Submission, you further represent and warrant that:
- c. you own all rights in your User Submissions (including, without limitation, all rights to the audio, video, or digital recording and the performance contained in your User Submissions) or alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to the Company the rights in your User Submissions described herein;
- d. you have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, if any, arising from any use or commercial exploitation of your User Submissions;
- e. you are the individual pictured and/or heard in your User Submissions or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the age of eighteen (18)) who appears and/or is heard in your User Submissions to grant the rights to the Company described herein;
- f. your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- g. you voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- h. any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- i. your User Submission does not violate any Law;

- j. you were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- k. your User Submission does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);
- l. your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- m. your User Submission does not contain any information that you consider confidential, proprietary; and
- n. your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- o. You alone are responsible for the User Submission, and once posted to the Company, it cannot always be withdrawn. You assume all risks and liabilities associated with the User Submission, including anyone's reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, the User Submission violates these Terms and Conditions.

## **19. CERTIFICATION VERIFICATION**

- a) British Learning has the facility to verify the authenticity and genuineness of its certificates by using certificate verification. There are certain situations like change of name or old records or certain technical issues that the Certificate Certification feature may not work. In such cases the prospective employer or the body verifying the certificate has to email at [support@britishlearning.uk](mailto:support@britishlearning.uk) whereby we will confirm the authenticity of the documents 4- 5 working days.

## **20. ACCEPTANCE OF THE AGREEMENT & REFUND OF FEES**

- a. In the event, you are not willing to accept the Agreement or if our training material, accreditation, or certification do not match your expectations or what you feel was told to you during your Counselling Session, you may immediately send us an email within 24 hours of your enrolment to [support@britishlearning.uk](mailto:support@britishlearning.uk) informing us of your non-acceptance.

- b. After enrolment a student has complete access to all our training material. We have a 100% Refund Policy for the first 24 hours after enrolment if a student is not completely satisfied about the training material, the contents, the quality of training material, our credentials/ recognitions or what you feel was informed to you during your Counselling Session or any other reasons.
- c. The student within 24 hours of enrolment has to email us at support@britishlearning.uk about the refund, which shall be credited to the bank account of the students within 8 – 10 working days from the receipt of the email. We will refund your complete fees without any questions whatsoever if requested for a refund within 24 hours of enrolment.
- d. In the event no such email seeking refund is received within 24 hours from the period of enrolment, fees earlier collected/received being non-refundable, shall not be refunded under any circumstances thereafter.

## **21. CANCELLATION AND REFUND POLICY:**

- a) You may cancel your Subscription through your account on the Platform. However, please note that the cancellation will become effective at the end of the then-current billing period; in other words, we will not renew your Subscription, but the existing Subscription will continue until the end of its billing period and there shall be no refund of the fee already paid for the same, unless otherwise specified in the Refund Policy. So, please read these terms and conditions and the Refund Policy carefully before purchasing any Subscription.
- b) When you cancel your Subscription, British Learning may disable access to features made available to you upon your purchase of Subscription, while your account may continue to exist on the Platform.

## **22. GENERAL DISCLAIMER**

- a. The Credentials / Tie-ups / Accreditations/ Recognitions displayed on the Website/ Sales or Promotional Material may be relevant to specific courses or a certain process or quality guideline.
- b. In the event of typographical error(s), omission(s) or commission(s), if any, found or noticed on the website of 'British Learning' at point of time, the

'British Learning' reserves its rights to correct such error(s), or omission(s) by changing and updating the same.

- c. 'British Learning' make no representation(s) or warranties of any kind, whether expressed or implied, with respect to Content or services available on or through its said website, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. 'British Learning' makes no warranty that the services will meet the user's requirements or that the services will be uninterrupted, timely, secure, or error free; nor does 'British Learning' make any warranty as to the results that may be obtained from the use of the services, or as to the accuracy or reliability of any information obtained through the services.
- d. The user understands and agrees that the 'British Learning' Content and all other information, data, or other material or otherwise obtained through or from the Website is obtained at the user's own discretion.
- e. Under no circumstances will 'British Learning' be liable in any way for use of any of its Content or any other information, data, or other material or otherwise obtained through or from its Website, including any error(s) or omission(s), or any loss or damage or defamation of any kind incurred as a result of your use of or reliance on such information or data. No advice or information, whether oral or written, obtained by the user from 'British Learning' or through or from the said services, shall create any warranty by 'British Learning'.
- f. Testimonials, reviews and success stories in respect of 'British Learning' are individual results and results may vary. We do not claim that they are typical results that consumers will generally achieve. The testimonials are not necessarily representative of all of those who will use our products and/or services.

### **23. LINKS AND HYPERLINKS TERMS**

- a) Our website may have links to other websites. We do not undertake any control on the content of these websites; nor are we responsible for their website content. The sole purpose of the links included are to provide users information. Hence, we will not be held responsible or liable, in any manner, whatsoever.

- b) You may not mirror or frame the homepage or any other pages of this Website on any other website or webpage.
- c) Do not link to Our Website pages and subpages with spam links/anchor text, which could provide a false impression. This may create misunderstanding for the users.
- d) Do not use or include copyrighted or registered trademarks, or Intellectual property images, design or content as a link to Our Website.
- e) Do not link to pages which support racism, terrorism.
- f) Do not link to pages which provide pornographic content and violate human and animal rights.
- g) Do not link pages to content which infringes the intellectual property of any third party, person or entity.
- h) Do not link pages to content which violates any legal, regulatory, Governmental or network operator conditions or codes of practice.

#### **24. WAIVER**

- a. Neither failure nor delay on the part of any party to exercise any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power, or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach

#### **25. FORCE MAJUERE**

- a. British Learning shall not be liable for failure to perform, or the delay in performance of, any of its obligations if, and to the extent that, such failure or delay is caused by events substantially beyond its control, including but not limited to acts of God, acts of the public enemy or governmental body in its sovereign or contractual capacity, war, terrorism, floods, fire, strikes, epidemics, lockdowns, pandemics, civil unrest or riots, power outage, and/or unusually severe weather.

## 26. THIRD PARTY RIGHTS

a) Details in relation to the information shared with third-parties are provided below:

**Security of your personal data:** We take precautions to ensure the security of your personal information. We ensure that our Website/Mobile is protected by reasonable security measures afforded by current technology, and that all our data hosts and servers are similarly protected by such security measures, including but not limited to firewalls. We strongly advise you to change your password frequently and not to use the same password for different websites. We cannot protect, nor does this Privacy Policy apply to, any information that you transmit to other users. You should never transmit personal or identifying information to other users.

### **Retention of your personal information**

We retain information as long as it is necessary to provide the Services requested by you and others, subject to any legal obligations to further retain such information. Information associated with your account will generally be kept until it is no longer necessary to provide the Services or until you ask us to delete it or your account is deleted, whichever comes first. Additionally, we may retain information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, assist with investigations, enforce the Terms of Use, and take other actions permitted by law. The information we retain will be handled in accordance with this Privacy Policy.

If you have any questions now or during your visit, please submit your request through our [support@britishlearning.uk](mailto:support@britishlearning.uk). You can adjust your cookie settings at any time from our cookie setting centre.

## 27. DISCLAIMER

a. The information provided on this website/ Application is for general information only. The information is managed by us. We have taken every effort to provide up to date, correct and authentic information, however, we do not guarantee and/or warranty of any nature that the information provided in the Website is correct, complete, authentic, reliable, accurate, suitable and fit for a particular and/or any other purpose. Your reliance

on the information available on the website shall be at your own risk, cost and consequences. You specifically agree and confirm that you have waived-off all your rights and claims against us. Any reliance you place on such information is therefore strictly at your own risk. We strongly discourage use of information available on this website/ Application for any such activity which is forbidden by Indian Applicable Laws.

- b. We, to the best of our knowledge and information tried to categorise various virtual currencies usually available in the market. Since the data are displayed on site is delayed, real time and a historical data will be made available to you on the request. You need to adjust your privacy settings to protect your personal, financial and identifiable information while using the Services.
- c. In no circumstances you shall hold us or any employee, director, officer and/or any representative for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data, or profits arising out of, or in connection with, the use of website/ Application, including but not limited to non-availability of internet connection and/or cellular network including unavailability of the application due to non-compatible hardware or device to receive signals.
- d. You agree and acknowledge that the content provided /displayed on the website or on the Application contains third party information /data on "As is Basis" and without any verification of accuracy of information or data. You further acknowledge that We are only a mode or channel for information display on its website or in the Application and not the owner of such information /data and as such does not have any responsibility and liability for the same. You shall not hold us liable or responsible for any accuracy, correctness, appropriateness and/or authenticity of such third-Party information /data.
- e. You further agree that through the website/ Application you are able to access to other websites for which links are provided, such websites are not under the control of us and We have no control over the nature, content and availability of such sites. We do not recommend or endorse the authenticity, correctness and genuineness of the links and website contents provided therein.

- f. We have taken all efforts to keep the website/ Application up and available to public at large however disclaim any and all responsibility, liability and/or any claims arising from any technical problem, non-availability of its website for any reason whatsoever including but not limited to use of information for any unethical activity like spam attack, hacking, malware attack etc. or any other activities forbidden by Laws.

## **28. LIMITATION OF LIABILITY**

- a) to the fullest extent permitted by law, in no event shall British Learning, its affiliates, their respective officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, losses or expenses or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of user-generated content or any other content available at British Learning, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our British Learning platforms, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the British Learning platform, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our British Learning platforms by any third party, and/or (v) any errors or omissions in any user-generated content or any other content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the British Learning platform, whether based on warranty, contract, tort, or any other legal theory, and whether or not British Learning is advised of the possibility of such damages.
- b) We understand that, in some jurisdictions, warranties, disclaimers and conditions may apply that cannot be legally excluded, if that is true in your jurisdiction, then to the extent permitted by law, British Learning and its affiliates limit their liability for any claims under those warranties or conditions to supplying you the British Learning platform again. You specifically acknowledge that British Learning shall not be liable for user-generated content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.



- c) The British Learning platform is controlled and offered by British Learning and / or its affiliates depending upon your jurisdiction. British Learning makes no representations that the British Learning platform is appropriate or available for use in other locations. Those who access or use the British Learning platform from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **29. TERM AND TERMINATION**

- a. We reserve the right to terminate this Agreement and block your access to the Content and Courseware with immediate effect by sending a written notice through email to You to this effect ("Immediate Termination Date"), if such termination is made as a result of Your misrepresentation, default, misconduct, or breach of Your obligations related to or under this Agreement ("Event of Default"). On the occurrence of any Event of Default, we shall be authorised to exercise all the rights and remedies under this Agreement or applicable Law or available in equity to seek indemnification for any Loss or Claim resulting from any such Event of Default. You may terminate your Participant Account at any time or may request for termination of your Participant Account, which will no longer give authorisation to access your Participant Account or to make use of services, if any.
- b. If your Participant Account has been terminated for a breach of these Terms, then you are prohibited from creating a new Account using a different name, email address or other forms of Account verification

## **30. INDEMNIFICATION**

- a) You hereby agree to indemnify, defend and hold us and our, employees, directors, officers, affiliates, agents, subcontractors and representatives harmless against, any damages, liabilities, losses, costs, claims, expenses including but not limited to court's and attorneys' fees ("Claim") arising from: (a) any breach of these Terms of Services; (b) any claim by your payment partner (payment gateway provider); (c) any claims with respect to your products including any discount, sale, offer, return, refund, replacement thereof; (d) any claim arising from infringement of your or any third party Intellectual Property rights; (e) any claims arising personal

bodily injury or property damages; or f) any third party claims in connection with your usage of the platform and/or the Services.

- b) You agree to indemnify and hold Us, Our contractors, licensors, directors, officers, employees, and agents, harmless from and against any and all claims, losses, damages, liabilities, and expenses including attorneys' fees, arising out of Your unauthorised use of the Website, the Services, and the Content and Courseware or any kind of misuse or misrepresentation done by you by using our Certificate, ID-Card or offering any kind of medical services / treatments that your course has not been designed to train you for, or for any violation or breach of this Agreement or any provisions hereof.

### **31. GOVERNING LAW**

- a. These Terms of Services are governed by and construed in accordance with the laws of Republic of India. You waive any and all claims that you might have against us based on any other jurisdiction including your own. The courts in Greater Mumbai shall have exclusive jurisdiction in the matter without conflict of laws principle.
- b. In no event shall the Company, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits or any other claim arising out, of or in connection with, Your use of, or access to, the Application.
- c. In the event of Your breach of these Terms, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.
- d. Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts apart from any legal remedy that the Company can avail. In such instances, the Company may also disclose Your Account Information if required by any Governmental or legal authority. You understand that the violation of these Terms could also result in civil or criminal liability under applicable laws.

- e. The Terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms shall be subject to the exclusive jurisdiction of the competent courts located in Greater Mumbai and You hereby accede to and accept the jurisdiction of such courts.
- f. The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Application or the Services as it deems fit at any time without notice. Further, the Company has the right to amend these Terms from time to time without prior notice to you. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Application. You agree that the Company shall not be liable to You or any third party for any modification, suspension or discontinuance of the Application/Services. All prices are subject to change without notice.

### **32. EXAMS, CERTIFICATION & OTHER POST COURSE COMPLETION FORMALITIES**

- a) Post Course completion students have to appear for a Multiple Choice Questions (MCQ) Examination. In case the student fails in the first attempt or is not satisfied with the marks secured, the student can at no additional cost appear for a second attempt. However, any further attempts can be granted only if we feel there is a genuine difficulty or problem. However, all such additional attempts shall be on a chargeable basis. The student after successfully completing passing the exam may download a soft copy of the certificate. In case the student wishes to get the hard copy of the certificate and a transcript the student may inform us about the same. Students who have paid in Indian Rupees will get the Certificate and Transcript delivered to any address in India only. Students who wish to get their certificates/ transcript delivered in any part of the world would have to pay the required/prescribed fees in USD or GBP only.
- b) Students are also eligible to get a Reference Letter from us. This however is issued without any liability whatsoever to us. Students are also issued a British Learning Certified Professional ID-Card after course completion.

### **Termination**

- a. We may immediately, without notice terminate your account and all agreements in relation thereto if (i) you have materially breached these Terms of Services and policies, including but not limited to any breach of your representations and warranties outlined in these Terms of Services or breach of the “Your Conduct” provisions in these Terms of Services, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during account registration or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) We believe in good faith that such action is reasonably necessary to protect the safety or property of other users, we or third parties, for fraud prevention, risk assessment, security or investigation purposes.

### **33. YOUR CONTENT AND ACCOUNT**

#### **User Generated Content**

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through us, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these Terms of Services, without prior notice to you.

### **34. ACCESS TO THE SITE AND APPLICATION**

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction

### **35. SEVERABILITY**

If any provision of these Terms of Services shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable

from these Terms of Services and shall not affect the validity and enforceability of any remaining provisions.

### **36. SURVIVAL**

The provisions of these Terms of Services, which by their nature should survive the termination of these Terms of Services, shall survive such termination.

### **37. WAIVER**

No waiver of any provision of these Terms of Services by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Services shall not constitute a waiver of such right or provision.

### **38. ASSIGNMENT**

These Terms of Services, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned us without restriction.

### **39. MEMBERSHIP TO INTERNATIONAL ADVISORY COUNCIL**

- a) We invite outstanding professionals from various professions to be Members of our International Advisory Council. Content and Knowledge shared by these members is of immense help to the students. The Members are encouraged to hold webinars for the benefit of students. The Members of our International Advisor Council are offered an Appointment Letter, a Membership Certificate and a Micro-Website. There is a nominal fee levied to cover the costs of making the micro-website.
- b) Membership of our International Advisor Council is offered to individuals for their professional excellence. Any Companies, Training Centres, Institutes, Educational Organisations are under no circumstances allowed to display our logo or our brand name or indicate any kind of association, partnership, accreditation, recognition irrespective of what relation these entities may have with the Member of our International Advisor Council. Any such infringement will be treated as a violation/ infringement of our Copyright/ trademarks and we will have no option but to resort to legal recourse

#### **40. WAIVER**

Neither failure nor delay on the part of any party to exercise any right, remedy, power, or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power, or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

#### **41. SEVERABILITY**

In the event any provision of this Agreement is held unlawful, void, invalid or unenforceable under the applicable laws prevailing within the territory of Mumbai (INDIA), the remaining other provisions shall continue to be in full force and effect, and the Agreement shall be deemed to be reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that gives effect as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

#### **42. CHOICE OF LAW**

These Terms of Services are governed by and construed in accordance with the laws of Republic of India. You waive any and all claims that you might have against us based on any other jurisdiction including your own. The courts in Mumbai shall have exclusive jurisdiction in the matter without conflict of laws principle.

#### **43. AMENDMENT AND ASSIGNMENT**

We reserve the right to amend or modify this Agreement, which shall be published and displayed on the website of 'British Learning' for information by way of Notice. We shall however publish the revised agreement on the Website so that you are aware of the revisions, modifications and amendments made by us to this Agreement. You acknowledge and agree that it is your responsibility to check the Website periodically for any revisions, modifications, and amendments. Your

continued use of or access to the Website, the Services, and the Content and Courseware following the posting of any changes to this Agreement shall constitute acceptance of those changes.

You are not permitted to assign this Agreement or the rights and obligations mentioned in this Agreement to any third party and You only shall be held liable for any breach of this Agreement or any terms and conditions hereof.

#### **44. ENTIRE AGREEMENT**

This Agreement, along with the Privacy Policy, Refund Policy, Rescheduling Policy, Terms of Use, and any additional guidelines, rules, and/or disclaimers posted on the Website constitutes the entire agreement governing Your use of our Website and supersedes any prior agreements, if any, relating to any matter dealt within this Agreement.