

Terms and Conditions

1. Introduction:

Welcome to Effilearn (referred to as "Effilearn", "we", "us", or "our"). These Terms and Conditions govern your access to and use of our online educational platform, services, content, and any associated software, mobile applications, and other related services (collectively, the "Services"). By accessing or using the Services, you agree to comply with and be bound by these Terms, as well as our Privacy Policy. If you do not agree to these Terms, please do not use our Services.

2. User Accounts and Registration:

2.1. To access certain features of our Services, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

2.2. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account.

2.3. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

2.4. Effilearn may, at its sole discretion, suspend or terminate your account if we suspect any fraudulent, abusive, or unlawful activity associated with your account.

3. Intellectual Property:

3.1. All content on our Services, including but not limited to text, graphics, logos, and software, is the property of Effilearn or its licensors.

3.2. You are granted a limited, non-exclusive, non-transferable license to access and use the content for personal, non-commercial purposes in accordance with these Terms.

3.3. Unauthorized use, reproduction, or distribution of the content is strictly prohibited and may result in legal action.

3.4. You may not use any of Effilearn's trademarks, logos, or other proprietary graphics without our express written consent.

4. User Conduct:

4.1. You agree to use our Services in a lawful and respectful manner and to comply with all applicable laws and regulations.

4.2. You shall not engage in any conduct that is harmful to Effilearn, other users, or third parties, or that interferes with the operation of the Services.

4.3. You may not access or use the Services for any illegal or unauthorized purpose, including but not limited to copyright infringement, harassment, or the dissemination of harmful software.

5. Third-Party Links and Embeds:

5.1. Our Services may contain links to third-party websites and embed third-party content. We are not responsible for the privacy practices or content of these third parties, and you access them at your own risk.

5.2. We encourage you to review the privacy policies of any third-party sites or services before providing any personal information.

6. Changes to Terms and Privacy Policy:

6.1. We reserve the right to modify these Terms and our Privacy Policy at any time, at our sole discretion.

6.2. We will notify users of any changes by posting the updated Terms or Privacy Policy on our Services.

6.3. Your continued use of the Services after any changes constitutes your acceptance of the new Terms or Privacy Policy.

7. Disclaimer:

7.1. We take reasonable measures to protect the security of your personal information but cannot guarantee its absolute security.

7.2. Any transmission of personal information is at your own risk, and you acknowledge and agree that Effilearn is not responsible for any unauthorized access to or use of your personal information.

8. Communications:

8.1. We may send you service-related announcements and administrative messages via various communication channels, including but not limited to SMS, email, and push notifications.

8.2. You may not opt out of these service-related communications, which are not promotional in nature and are used solely to protect your account and keep you informed of important changes to the Services.

9. Intellectual Property Policy:

9.1. All content and services on our platform are owned by Effilearn or its licensors. You agree not to infringe on our intellectual property rights.

9.2. If you believe that your intellectual property rights have been infringed upon, please contact us at [admin@effilearn.in] with the details required in the Infringement Claim Form. We will review your claim and take appropriate action if necessary.

10. Termination:

10.1. Effilearn may, at its sole discretion, terminate or suspend your access to the Services for conduct that Effilearn believes is harmful to other users of the Services, Effilearn, or third parties, or for breach of these Terms.

10.2. You may terminate your account at any time by contacting us at [admin@effilearn.in]. Upon termination, you will no longer have access to the Services, and any content or information stored on your account may not be retrieved later.

11. Limitation of Liability:

11.1. Effilearn shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

(a) your access to or use of or inability to access or use the Services;

(b) any unauthorized access to or use of our servers and/or any and all personal information stored therein.

11.2. The limitations of this section shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), or otherwise, and whether or not Effilearn has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

12. Governing Law and Jurisdiction:

12.1. These Terms shall be governed by and construed in accordance with the laws of [insert jurisdiction], without regard to their conflict of law principles.

12.2. You agree to submit to the personal jurisdiction of the courts located within [insert jurisdiction] for the resolution of all disputes arising out of or relating to these Terms or your use of the Services.

13. Entire Agreement:

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Effilearn regarding the use of the Services and supersede and replace any prior agreements we might have had between us regarding the Services.

14. Waiver and Severability:

14.1. The failure of Effilearn to enforce any right or provision of these Terms will not be considered a waiver of those rights.

14.2. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

15. Amendments:

We reserve the right to amend or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

16. Contact Information:

If you have any questions about these Terms, please contact us at [admin@effilearn.in].

17. User-Generated Content:

17.1. Effilearn's Services may allow you to create, post, upload, or share content, including but not limited to text, images, videos, and other materials.

17.2. You retain all rights to and are solely responsible for the user content you post to the Services.

17.3. You grant Effilearn a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute your user content on the Services for the purposes of operating, developing, providing, and using the Services. Nothing in these Terms shall restrict other legal rights Effilearn may have to user content.

17.4. You agree that any user content you post does not and will not violate rights of any kind, including without limitation any intellectual property rights or rights of privacy.

17.5. We reserve the right to remove or modify user content or change the way it's used in our Services for any reason, including user content that we believe violates these Terms or our policies.

18. Refund and Cancellation Policy:

18.1. You may cancel your subscription to our Services at any time. However, please note that all payments made are non-refundable.

18.2. Effilearn reserves the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

18.3. If Services purchased have not been provided, you may be eligible for a full or partial refund in accordance with our service delivery policies.

19. Payment Terms:

19.1. Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the pricing, payment, and billing policies applicable to such fees and charges.

19.2. All transactions are secure and encrypted, and we never store your credit card information. Payments are processed through our third-party payment processor(s).

19.3. All fees are inclusive of applicable taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for the payment of all such taxes, levies, or duties.

20. Indemnification:

You agree to indemnify, defend, and hold harmless Effilearn, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, and expenses, including,

without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms.

21. Force Majeure:

Effilearn shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Effilearn's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

22. Assignment:

22.1. These Terms are personal to you and are not assignable, transferable, or sublicensable by you except with Effilearn's prior written consent.

22.2. Effilearn may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

23. Relationship:

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and neither party has any authority of any kind to bind the other in any respect.

24. No Waiver:

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Effilearn's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

25. Survival:

Sections 3 (Intellectual Property), 7 (Disclaimer), 11 (Limitation of Liability), 19 (Payment Terms) 20 (Indemnification), and 22 (Assignment) shall survive the termination or expiration of these Terms.

26. Governing Law and Jurisdiction:

26.1. These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Effilearn is established, without regard to its conflict of law principles.

26.2. You agree that any legal action arising out of or related to these Terms or the Services will be filed only in the courts located in the jurisdiction where Effilearn is established, and you hereby consent to the personal jurisdiction of such courts.

27. Severability:

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

28. Entire Agreement:

These Terms, including any legal notices and disclaimers contained on the Platform, constitute the entire agreement between Effilearn and you in relation to your use of the Services and supersede all previous agreements in respect of your use of the Services.

29. Amendments:

29.1. Effilearn reserves the right to amend or modify these Terms at any time, and it is your responsibility to review these Terms for any changes.

29.2. Your use of the Services following any amendment to these Terms will signify your assent to and acceptance of their revised terms.

30. Intellectual Property Infringement:

If you believe that your intellectual property rights have been violated by Effilearn or by a third party who has uploaded content on our site, please provide the following information to us at admin@effilearn.in :

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- An address, a telephone number, and an e-mail address where Effilearn can contact you, and, if different, an e-mail address where the alleged infringing party, if not Effilearn, can contact you;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright or other intellectual property owner, by its agent, or by the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorised to act on the copyright or intellectual property owner's behalf.

31. Arbitration:

31.1. Any disputes arising out of or related to these Terms or the Services shall be resolved through binding arbitration rather than in court.

31.2. The arbitration shall be conducted by a neutral arbitrator, whose decision will be final except for a limited right of appeal under the arbitration rules.

32. Waiver:

The failure of Effilearn to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

33. Notifications and Communications:

33.1. By using our Services, you agree to receive electronic communications from Effilearn. These communications may include notices about your account and information concerning or related to our Services.

33.2. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

34. Limitation of Liability:

34.1. To the fullest extent permitted by applicable law, Effilearn shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Services;
- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any interruption or cessation of transmission to or from the Services;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

35. Indemnification:

You agree to indemnify and hold Effilearn, its officers, directors, employees, and agents harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- Your violation of these Terms;
- Your use of the Services;
- Your Content.

36. Force Majeure:

Effilearn shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Effilearn's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

37. Stipend Internship Guarantee:

Effilearn guarantees its students a stipend internship opportunity in a third-party company outside of Effilearn's direct affiliation. However, Effilearn does not guarantee any minimum or maximum amount of stipend that students may receive during the internship period. The stipend amount may vary depending on factors such as the policies of the third-party company, the student's performance, and prevailing market conditions. Effilearn shall make reasonable efforts to facilitate internship placements for its students but does not assume responsibility for the determination or provision of stipend amounts by the third-party companies.

38. Assignment:

37.1. These Terms are personal to you and are not assignable, transferable, or sublicensable by you except with Effilearn's prior written consent.

37.2. Effilearn may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

39. Agency:

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and neither party has any authority of any kind to bind the other in any respect.

40. Notices:

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

41. No Waiver:

The failure of Effilearn to enforce any part of these Terms shall not constitute a waiver of its right to later enforce that or any other part of these Terms.

42. Headings:

The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

43. Contact Information:

For any questions, complaints, or claims related to the Services or these Terms, please contact us at: admin@effilearn.in