

# Terms & Conditions

## 1. Nature and Applicability of Terms

1.1. The following terms and conditions constitute an Agreement (hereinafter referred to as the “Agreement”) between the user hereinafter named but not limited to a student, parent, an educational institution or any other such person who accesses the services (“You”) and Alearn (“Alearn”, “We” or “Us”), the operator of [www.alearn.ca](http://www.alearn.ca) (the “Site”) and related applications, services and mobile applications provided by Alearn (hereinafter when referred collectively called as ‘Alearn Platforms’). This Agreement shall govern your use of Services (defined below), both as registered and non-registered user.

1.2. By using or otherwise accessing the Services, and/or by registering with Alearn , you agree to the terms of this Agreement, including the information disclosed hereinbelow, and to be bound by the same. If you do not agree with this Agreement, you should refrain from using the Services. Your access to any of Alearn ’s Platforms is also at the sole discretion of Alearn .

1.3. Alearn reserves the right to add, substitute, modify or terminate any service provided by Alearn from time to time. Such information shall be included in the terms and conditions as and when modified, and the burden is on you to keep yourself updated about such modifications. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms of Use or other applicable Agreement document, as amended.

1.4. It is Your sole burden to keep yourself updated with respect to changes in the Terms of Use and Privacy Policy. If at any time You choose not to accept these terms of use, including following any such modifications hereto, then You must stop accessing Alearn Platforms and using the Services.

1.5. You agree that Alearn will not be liable to You or any third party for any suspension or discontinuation of any of the Services or portion thereof.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy and updates.

## 2. Members and Visitors

Once you have accessed our services, in order to make optimum use of our services certain information that may be considered as personal/private information may be collected from You. According to the type and volume of information collected, you will be either considered a Visitor or a Member. If you do not wish to share such information, do not use the Alearn Platforms/ Services.

## 3. Eligibility

You must be of legal age to register on this Platform and to avail the Services. If You do not qualify under these terms, by using Alearn Platforms and/or the Services, you represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

3.1. Notwithstanding what is stated above, any person above the age of 12 will be allowed to register on the Platform on the condition that the registration must be authorized by the legal guardian of such person.

3.2. If You are registering an account or using the Services on behalf of an individual or entity other than Yourself, you represent that You are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf.

## 5. Definitions

5.1. "Applicable Law" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any Party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental or Regulatory Authority;

5.2. "User" every Person, Institutions, Organization or any entity registered with the Alearn Platforms;

5.3. "Services" means all those Services provided on any of the Alearn Platforms. The Services made available by Alearn are subject to change at the sole discretion of Alearn ;

5.4. "Our Content" means text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services or on any of the Alearn Platforms.

5.5. "User Content" shall include the contents posted by Alearn on behalf of the User on Alearn Platforms along with the information provided by the User available for other Users on the Site.

5.6. "Posted Information" shall include but not limited to all such content, inquiries concerning educational courses, details of the educational institutions, details of the prospective students, career information, information on prospective jobs and such other content used to participate in the other interactive and community features of the Site posted by the User personally or on their profiles.

5.7. "You" may refer to the User as defined above.

## 6. Privacy Policy

6.1. In order to register, you must provide certain basic information about Yourself which includes name, sex, phone number, email ID, details of the organization etc. You authorize Alearn , its employees, consultants, partners and affiliates etc., operating on its behalf to use and/or disclose such information in accordance with relevant Laws.

6.2. Alearn may disclose or transfer User Content information to its affiliates or governmental authorities in such manner as permitted or required by applicable laws, and You hereby consent to such transfer. If any of the User Content is found in violation of any law for the time being in force, Alearn will comply with any duly-issued government or court directions to disable access to such User Content and Posted Information.

6.3. When the User provides his/her contact information including but not limited to his/her. phone number, e-mail address, Facebook user name, Google Plus user name etc. (“Personal Information”), it is hereby agreed to by such User that Alearn is permitted to send any communications to them via using such communication portals.

6.4. This clause is not exhaustive and is to be read along with the Privacy Policy made available to all the Users on the Alearn Platforms.

## 7. Relationship

Each Party will perform its obligations hereunder as an independent contractor, and nothing contained in this Agreement will be construed to create or imply a joint venture, partnership, principal agent, or employment relationship between the Parties. Except as expressly authorized by Alearn in this Agreement, you will neither act nor purport to be acting as the legal agent of Alearn , nor enter into any agreement on behalf of Alearn or otherwise bind or purport to bind Alearn in any manner whatsoever.

## 8. Sharing

Our Services allow messaging and sharing of information in many ways, such as your profile, articles, group posts, links to news articles, job postings, messages etc., Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services). We are not obligated to publish any information or content on our Service and can remove it with or without further notice.

## 9. Your license to Alearn

9.1. As between you and Alearn, you own the content and information that you submit or post on the Alearn Platforms, and you are only granting Alearn the following non-exclusive license:

- I. A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services

and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- II. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- III. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your social actions may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.
- IV. We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public", we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services. [Learn More](#)
- V. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

9.2. You agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of the Privacy Policy.

9.3. By submitting suggestions or other feedback regarding our Services, you agree that Alearn can use and share (but does not have to) such feedback for any purpose without compensation to you.

9.4. You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. We may be required by law to remove certain information or content in certain countries.

9.5. We use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you.

#### 9.6. Other Content, Sites and Apps

- I. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Alearn generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news. Members have choices about this feature.
- II. Alearn Platforms may help connect Members offering their services with Members seeking services. However, each User shall be responsible while availing any services

offered by other Users and Alearn cannot be held responsible for the offering, performance or procurement of these services and it does not endorse any particular Member's offered services.

- III. Similarly, Alearn may help you register for and/or attend events organized by Members / Users and connect with other Members who are attendees at such events. You agree that (1) Alearn is not responsible for the conduct of any of the Members or other attendees at such events, (2) Alearn does not endorse any particular event listed on our Services, (3) Alearn does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events.

## 10. RESPONSIBILITIES OF THE USER

10.1. The User shall not host, display, upload, download, modify, publish, transmit, update or share any information that —

- I. belongs to another person and to which the User does not have any right to;
- II. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- III. harm minors in any way;
- IV. infringes any patent, trademark, copyright or other proprietary rights;
- V. violates any law for the time being in force;
- VI. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- VII. impersonate another person;
- VIII. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- IX. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation
- X. violates or attempts to violate the integrity of the security of the Alearn Platforms

10.2. User shall not use any of Alearn Platforms apart from the reasons provided for.

10.3. User shall not intentionally furnish any incomplete, false or inaccurate information.

10.4. User shall not make any unsolicited communications to other Users.

10.5. User shall not misuse the contents provided on the Site.

## 11. Intellectual Property Rights

Alearn reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners.

## 12. Indemnity

12.1. User agrees to indemnify and hold harmless Alearn, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from User's access to or use of Service, violation of this Agreement, or infringement, or infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. Alearn will notify You promptly of any such claim, loss, liability, or demand, and in addition to Your foregoing obligations, you agree to provide us with reasonable assistance, at Your expense, in defending any such claim, loss, liability, damage, or cost.

12.2. In no event, including but not limited to negligence, shall Alearn, or any of its directors, officers, employees, agents or content or service providers be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Site or the content, materials and functions related thereto, the Services, User's provision of information via the Website, lost business or lost Users, even if Alearn was advised of the possibility of such damages.

## 13. Assignment

13.1. Alearn may assign this contract at any time, including without limitation to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity.

13.2. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

## 14. Waiver

No relaxation, forbearance or delay by Alearn in enforcing or exercising any of the terms of this Agreement shall prejudice, affect or restrict the rights of Alearn, nor shall constitute a waiver by Alearn of any breach hereof operate as a waiver of any subsequent or continuing breach of any terms or conditions of this Agreement, unless in writing.

## 15. Severability

In the event that any provision, covenant or restriction contained in this Agreement is declared by any judicial or other competent authority to be invalid, void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the rest of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto are at the liberty to amend that provision, covenant or restriction in such reasonable manner as to achieve the intention of the Parties without illegality, or at the discretion of the Parties, such provision may be severed from this

Agreement. Such a provision shall be deemed to have been in existence from the date of execution of this Agreement and the remaining provisions of this agreement will remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties.

## 16. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings thereof, if any.

## 17. Supplementary Agreement

The Parties acknowledge that this Agreement is to be read along with the Privacy Policy, or such other contract entered into between them. In case of any conflict, the provisions of this Agreement shall subsist and supersede over all such conflicting provisions of the other/ supplementary agreement.

## 18. Headings

The headings contained in this Agreement are for reference and convenience purposes only and shall not be solely considered for the purpose of interpreting any clauses or provisions that they relate to. They do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.