

## **TERMS OF SERVICE**

### **1. GENERAL**

**In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital Signatures. This document is published in accordance with the provisions of Information Technology regulations that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of:**

(a) You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our Website located at [www.eduhorizon.in](http://www.eduhorizon.in) (the "Website") and related software and services (collectively with the Site, the "EduHorizon Platform")

(b) The Website [www.eduhorizon.in](http://www.eduhorizon.in) (hereinafter referred to as "EduHorizon"), owned by Edzon Tech services Private Limited where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;

(c) By using the Website, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms and conditions applicable to any service that is provided by this Website shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. Your use of this Website is evidence that you have read & agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website is governed by this policy. If you do not agree with any of these terms, please discontinue using the Website.

(d) We hold the sole right to modify the Terms of Service without prior permission from you or providing notice to you. The relationship creates on you a duty to periodically check the Terms of Service and stay updated on its requirements. If you continue to use the Website or avail any of its services without registration following such change, this is deemed as consent by you to amend policies.

### **2 DEFINITIONS:**

a. "We EduHorizon Platform" shall mean EduHorizon the Website, portal or the Company.

b. "Agreement" shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it.

c. "You" or "User" shall mean any natural or legal person who has agreed to become a user of the EduHorizon Platform by signing up to the Website.

d. Users who shall utilize the EduHorizon Platform to request for Services to be performed by any Service Provider. From time to time, EduHorizon may act as a

Customer, and the terms and conditions of this Agreement applicable to Customers will apply to EduHorizon when acting in this way. e. "Service Provider" means any enterprise or individual User utilizing the EduHorizon Platform to offer Services to Customers.

f. "Contract" means a particular project or set of ongoing tasks for which a Customer has requested Services to be offered by a Service Provider and the Service Provider has offered on the EduHorizon Platform.

g. "Third Party" shall mean and refer to any individual(s), enterprise or entity apart from the Users and EduHorizon. h. "Services" shall mean and refer to the services offered on the site including but not limited to recreational, sporting and leisure activities and communications related services.

i. "Service Provider Fees" means a fixed fee which will be set by the Service Provider for which the customer can avail the services offered and this fee will be nonnegotiable.

j. The terms "Party" & "Parties" shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires. The headings of each section in this Agreement are only for the purpose of organizing the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

### **3 ONLINE WEBSITE PLATFORM:**

EduHorizon is an online platform where users can find services. The Website works on the model of listing of Service Providers and enabling them to showcase their profile. The Website also has a provision for the Users to provide their ratings and reviews on the quality of services. EduHorizon is a portal where the Service Providers, both agencies and freelancers will claim their own work. The Website shall take the amount as per the invoice of the event and after deducting a certain amount as commission shall give the remaining amount to the Service Provider. The portal only brings together the Service Providers and Customers. The Users of the Website are also allowed to post questions or queries regarding certain events on the Platform and these questions shall be visible to the Users of the Website in general and the responses to such questions/queries shall also be public.

### **4 ELIGIBILITY:**

The User represents and warrants that he/she is competent and eligible to enter into legally binding agreements and that he/she has the requisite authority to bind himself/herself to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use the EduHorizon Platform if he/she is not competent to contract under the Indian Contract Act, 1872, or is disqualified from doing so by any other applicable law, rule or regulation currently in force.

## **5 CONTENT:**

All information provided by Users are self declared and not verified by EduHorizon. Any and all information posted by any User including but not limited to their photographs, videos, company name, EduHorizon has the right to use this Content for promotions or marketing purposes. EduHorizon allows users to contribute different kinds of Content, including reviews, photos and videos. You alone are responsible for Your Content posted on the Website. The User's contributions to the Website should be unbiased and objective. EduHorizon does not and cannot review all communications or Content uploaded to the Site and is not responsible for the Content, quality, or consequences of your uploading such communications or Content. Notwithstanding the foregoing, EduHorizon shall delete/ remove/ modify/ block the content/ reviews if, the reviewer attempts to use any improper/ indecent/ abusive language or tries to defame any Service Provider for private/ personal/ professional reasons. The User acknowledges and agrees that EduHorizon may use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any or all photographs, audio, video and text of Customer obtained through the Platform(s) to create marketing materials (collectively, "Content"), in whole or in part, in any manner or media as EduHorizon sees fit. Content related to business photos and videos should be broadly relevant to the business and reflect the typical consumer experience (e.g., what the business looks like, what the business offers, etc.). If You post a photo or video that showcases a more unique personal experience with a business, We may remove it from the photo gallery for the business, but it still may appear alongside Your review if you write one about the business. Guidelines for uploading photos and videos:

- All User photos and videos should be broadly relevant to the Service and reflect the typical consumer experience (e.g, what the Service looks like, what the User offers, etc.).
- If You post a photo or video that showcases a more unique personal experience with a business (e.g., your smiling group of friends at the bar, the fly in your soup), We may remove it from the photo gallery for the business, but it still may appear alongside Your review if You write one about the business.
- Photos, Videos and depicting of imagery showing violence, drug use, nudity, near nudity, or suggestive acts shall not be uploaded. The Website shall delete any such Content.
- Users shall not use their videos to disparage other businesses. Also Users shall not request or solicit reviews from other Users or respond to User reviews. EduHorizon reserves the right to delete, remove, modify refuse to accept or edit any communication or Content that it may determine, in its sole discretion, violates or may violate this Agreement, the intellectual or proprietary rights of others, any of its policies or is otherwise unacceptable in its discretion, and you hereby agree to forfeit any fees payable in respect of such Content to EduHorizon or as it may direct.

## **6 REGISTRATION:**

To fully avail the services of the Website registration is required. Users can register on the Website either as Customers or as Service Providers and can also register themselves using their Facebook account. The Service Providers shall upload their team, work and Customer profile after registration. EduHorizon shall approve the Users detailed profile after basic scrutiny of the Content and pictures. The Website, however, does not guarantee the authenticity of the claim of the work. The professionals seeking to provide reviews and ratings can do so only after their registration. One can register themselves on the Website by providing their username, email, password, first name and last name or may register using their social account. Notwithstanding the aforesaid, an individual can visit the Website however to avail such service proper registration is required.

Membership of this Website is available only to those above the age of 18 years. Barring those “Incompetent to Contract” which inter alia include insolvents? If you are a minor and wish to use the Website, You may do so through your legal guardian and EduHorizon reserves the right to terminate your account on knowledge of you being a minor and having registered on the Website or availing any of its services. All information provided by the User, Customers and Service Provider must be true, accurate and complete.

EduHorizon reserves the right (but has no obligation) to verify any and all information provided on a User's profile. By registering on the EduHorizon Platform, the User is attesting that he/she/it has the skills and ability to perform the requested Services by the deadline stated in the job posting or agreed upon. The User is solely responsible for ensuring and maintaining the secrecy and security of his/her EduHorizon account password. The User agrees not to disclose this password to any third party and shall be solely responsible for any use of or action taken through the use of such password on EduHorizon.

## **7 TERM:**

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until the User continues to access and use the EduHorizon Platform. The Parties agree that certain portions of these Terms (“Sections”), such as Sections 15, 16, 17, 18, 19&23, 24, 27 shall continue to remain in full force and effect indefinitely. 8 TERMINATION EduHorizon reserves the right, in its sole discretion, to unilaterally terminate the User’s access to the products and services offered on the EduHorizonPlatform, or any portion thereof, at any time, without notice or cause. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same, as described in the Clause hereinabove. Either party may terminate the Agreement at any time, with or without cause, effective immediately upon written notice to the other party (or by terminating or suspending User’s account), provided, that any such termination for convenience shall not affect the validity of any service Contracts that

have been executed prior to termination and this Agreement with Service Providers shall continue to apply with respect to such service Contracts.

## **8 COMMUNICATIONS:**

By using the EduHorizon Platform, it is deemed that you have consented to receiving telephonic calls, SMSs and/or emails from EduHorizon at any time it deems fit. We, at EduHorizon, shall reach out to communicate with you and enhance your experience while using the platform. We shall also inform you about the new services offered by us. Such communications shall be sent to you on the telephone number and/or email id provided by you for the use of the EduHorizon Platform which is subject to our Privacy Policy. These communications include, but are not limited to contacting you through information received from Third Parties. Such communications by us is for purposes that inter alia include clarification calls, marketing calls and promotional calls. You may also be contacted by Service Providers with whom we have entered into a contract in furtherance of our rights, duties and obligations under this document and other policies followed by us and with whom you have become acquaintances with from the EduHorizon Platform. Such contact shall be made only in pursuance of such objectives and services and no other calls shall be made. In addition, you may also be contacted by Third Parties who may have access to the information disclosed by you or to whom we may have disclosed your information for purposes such as, but not limited to statistical compilations. The sharing of the information provided by you shall be governed by our Privacy Policy.

## **9.USER'S OBLIGATIONS:**

The User undertakes to fulfill the following obligations. Failure to satisfy any of these obligations gives us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.

- You hereby certify that you are at least 18 years of age.
- You hereby agree to provide genuine credentials during the process of registration for the Platform. You shall not use a fictitious identity to register.
- you agree that any Content posted by shall be unbiased and objective. You must also ensure that your contributions to the Eduhorizon are relevant and appropriate . You alone are responsible for Your Content.
- You agree not to publicize other User's private information without their consent. Such private information shall include but not be limited to close-up photos or videos, other User's full names and address.

- You agree to ensure the email address and mobile number provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- You agree that you are solely responsible for maintaining the confidentiality of your account password. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
- You agree to comply with all local laws and regulations governing the downloading, installation and/or use of TheEduHorizon Platform, including, without limitation to, any usage rules set forth in this Agreement.
- You agree that all service Contracts between any Customer and Service Provider shall name EduHorizon as an express third party beneficiary under the Service Contract (but not as a party to that agreement).
  
- You recognize, acknowledge and agree that you are not an employee of EduHorizon and that EduHorizon does not, in any way, supervise, direct, or control Your work or Services. However the employees of EduHorizon can also be Users;

You undertake not to:

- Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate post, publish or create derivative works from, transfer, or sell any information or software obtained from the EduHorizon Platform. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the Content for commercial or non-commercial purposes and unwarranted modification of data and information within the Content of the Website is not permitted. Should you want to engage in one or more such actions, prior permission from EduHorizon must be obtained;
- Access (or attempt to access) the EduHorizon Platform and/or the materials or Services by any means other than through the interface that is provided by the EduHorizon Platform. The use of deep link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the EduHorizon Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of the EduHorizon Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the EduHorizon Platform is prohibited. You acknowledge and agree that by accessing or using the Platform, You may be exposed to Content from other Users or Third Parties that you may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive Content on the Platform. Further, you may report such offensive Content;
- Use the EduHorizon Platform in any manner that may impair, overburden, damage, disable or otherwise compromise

(i) Company's services;

(ii) Any other party's use and enjoyment of the Company's services;Or

(iii) The services and products of any Third Party (including, without limitation to, the Authorized Device) ;

- use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;

- Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;

- engage in any activity that interferes with or disrupts access to the EduHorizon Platform or the Services (or the servers and networks which are connected to the Website) ;

- upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the EduHorizon Platform;

- Download any file posted in the EduHorizon Platform that you know, or reasonably should know, cannot be legally distributed in such manner;

- Probe, scan or test the vulnerability of the EduHorizon Platform or any network, devise and software solutions to the EduHorizon Platform, nor breach the security or authentication measures on the EduHorizon Platform or any network, devise and software solutions connected to the EduHorizon Platform. You may not reverse lookup, trace or seek to trace any information on any other user, of or visitor to, the EduHorizon Platform, or exploit the EduHorizon Platform or Service or information made available or offered by or through the EduHorizon Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the EduHorizon Platform;

- Disrupt or interfere with the security of, or otherwise cause harm to, the EduHorizon Platform, systems resources, servers, software solutions or networks connected to or accessible through the EduHorizon Platform or any affiliated or linked Websites;

- Use the EduHorizon Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or other Third Parties;

- Violate any applicable laws or regulations for the time being in force within or outside your home country;

- Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

- Threaten the unity, integrity, defense, security or sovereignty of your home country, 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;

- Disseminate information through the EduHorizon platform that is false, inaccurate or misleading or violate any applicable laws or regulations for the time being in force in or outside your home country.
- Users agree to respond promptly to communications with and requests for information from the Service Provider.
- The Service Provider is responsible for providing all tools and resources necessary to complete the Contract, unless explicitly stated in advance by the Customer. Service Providers agree to respond to all Customer communications and requests for information within one business day. If the Service Provider will be unable to meet this requirement due to an absence, he is expected to notify the Customer at least 2 weeks prior. After the completion of a Contract, the Service Provider can provide timely, honest and objective feedback on the Customer.

## **10. CONFIDENTIAL INFORMATION:**

Confidential Information shall mean any information disclosed by the users on the Platform, related to the project. However, Confidential Information shall not include information that:

- (a) is now or subsequently becomes publicly known through no wrongful act or omission of the Service Providers or anyone to whom it discloses such information;
- (b) The Service Providers can demonstrate by its written records to have had rightfully in the users possession, free of restriction, prior to the date of this Agreement;
- (c) The Service Providers can demonstrate by its written records to have obtained on or after the date of this Agreement, rightfully and free of restriction, from a third party who has the right to transfer or disclose it, provided that it was not acquired, directly or indirectly, from the users;
- (d) The Service Providers can demonstrate by its written records to have been independently developed. All Service Providers using the EduHorizon Platform acknowledge that certain information disclosed by the user may be confidential and, if so, must be protected. All Confidential Information and its embodiments and derivatives shall remain the sole and exclusive property of the users and no license or other right with respect to Confidential Information is granted or implied hereby.

## **11. REPRESENTATIONS AND DISCLAIMER OF WARRANTIES:**

- a) Except as otherwise expressly stated on the Website/App, all Services offered on the same are offered on an "as is" basis without any warranty whatsoever, either express or implied.
- b) All commercial/contractual terms are offered by and agreed to between User and Service Providers alone. EduHorizon disclaims all liability to either the User or the Service Provider or any person claiming for any breach of the terms of the Agreement



based on the ratings, reviews or the work profile of Service Providers mentioned on EduHorizon portal.

c) The Company/Website makes no representations as to the reliability, capability, or qualifications of any Service Provider or the quality, security or legality of any Services and EduHorizon disclaims any and all liability relating thereto. The Company/Website does not implicitly or explicitly support or endorse the procurement of any Service on the Website/App.

d) The User agrees and undertakes that he/she is accessing the Website/App and transacting at his/her sole risk and that he/she is using his/her best and prudent judgment before availing any Services listed on the Website, or accessing/using any information displayed thereon.

e) The Website and the Company accepts no liability for any errors or omissions, whether on behalf of itself, any Service Providers or third parties, or for any damage caused to the User, the User's belongings, or any third party, resulting from the use or misuse of any Product purchased or service availed of by the User from the Website/App

f) The Company/Website does not guarantee that the functions and services contained in the Website will be uninterrupted or error free, or that the Website or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Website.

g) It is further agreed to by the Parties that the Contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

## **12.LIMITATION OF LIABILITY:**

EduHorizon accepts no liability for any errors or omissions, whether on behalf of itself or third parties, or for any damage caused to the User, the User's belongings, or any third party, resulting from the use or misuse of any product purchased or service availed of by the User from the EduHorizon Platform. Users may be held legally responsible for damages suffered by other Users, EduHorizon or any third party as a result of legally actionable or defamatory comments, remarks, or other information or Content posted to the EduHorizon Platform. All Users and Service Providers are to comply with all laws applicable to them or to their activities, and with all posted EduHorizon Policies, which are hereby incorporated into this Agreement by reference. These policies may be modified from time to time at EduHorizon's discretion, and the currently effective policies will be deemed to be part of this Agreement. EduHorizon is not legally responsible for any remarks, information or other Content posted or made available on the EduHorizon Platform by any User or third party, even if such information or Content is defamatory or otherwise legally actionable. EduHorizon is not responsible for and does not monitor or censor Content

for accuracy or reliability. However, EduHorizon reserves the right to remove or restrict access to any information or Content posted or made available on the EduHorizon Platform if ordered to do so by a government authority or if EduHorizon considers such information or Content to be in violation of this Agreement, or to be unlawful, immoral or harmful.

### **13. INTELLECTUAL PROPERTY RIGHTS:**

(a) All information, Content, services and software displayed on, transmitted through, or used in connection with the EduHorizon Platform, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection and arrangement, is owned by Us. You may use the Content only through the EduHorizon Platform, and solely for your personal, noncommercial use.

(b) You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the EduHorizon Platform, not to insert any code or product or manipulate the Content of the EduHorizon Platform in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

### **14. INTELLECTUAL PROPERTY COMPLAINTS:**

(a) We respect the intellectual property of others. If you believe your work has been copied in a way that constitutes infringement or are aware of any infringing material on the EduHorizon Platform, please email us at [support@eduhorizon.in](mailto:support@eduhorizon.in)

(b) By providing information to, communicating with, and/or placing material on, the EduHorizon Platform, including for example but not limited to, communication during any registration and communication on the bulletin board, message or chat area, you represent and warrant:

- you own or otherwise have all necessary rights to the Content you provide and the rights to use it as provided in this Terms of Service;
- All information You provide is true, accurate, current and complete, and does not violate these Terms of Service; And,

- The information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the EduHorizon Platform that specifically ask for unique, fictitious names such as, inter alia certain message boards and chat rooms). For all such information and material, you grant us, a royalty free, perpetual, irrevocable, nonexclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize us to share the information across all our affiliated Websites, to include the information in a searchable format accessible by users of EduHorizon Platform and other affiliated Websites, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, knowhow or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

#### **15. GEOGRAPHICAL EXTENTS:**

- (a) We make no representation that materials or Content available through our EduHorizon Platform is appropriate or available for use in all countries worldwide.
- (b) If You access or use the EduHorizon Platform from a country or location where it is not appropriate or available, You are solely responsible for compliance with necessary laws and regulations for use of the EduHorizon Platform.

#### **16.AMENDMENT:**

- (a) We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change. These changes shall become effective upon providing a notice of the same to you via email/ the home screen of the Website. We further reserve the right to withhold, remove and or discard any Content available as part of your account, with or without notice, if deemed by us to be contrary to this Agreement.
- (b) EduHorizon has no obligation to provide you with a copy of the information you or any other User provides on the EduHorizon Platform or that the EduHorizon Platform has accessed.
- (c) Further, we reserve the right, in our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the EduHorizon Platform. You and We both understand that there may be instances of difficulty in accessing or receiving email

communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email id or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the EduHorizon Platform to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/ or features through the EduHorizon Platform. Such new features and/ or services shall be subject to the terms and conditions of this Agreement.

## **17. INDEMNIFICATIONS:**

You agree to indemnify and hold harmless the Company, its independent Service Providers, Service Providers and consultants, and their respective directors, officers, employees and agents (collectively, "EduHorizon Parties"), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to

- (a) Your access to or use of the Platform(s) ;
- (b) Any Discussions or Messages you provide;
- (c) Your violation of these Terms and Conditions;
- (d) Your violation of any rights of another;
- (e) Your conduct in connection with the platform(s) ;Or
- (f) Any products or services purchased or obtained by you in connection with the platform(s).

You agree to fully cooperate in indemnifying us at your expense. Each Customer shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to:

- (i) Such Customer's use of Services, including without limitation claims by or on behalf of any Service Provider for Worker's Compensation or unemployment benefits;
- (ii) Any Service Contract entered into between such Customer and a Service Provider;Or
- (iii) Any breach of their obligations set forth herein. Each Service Provider shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to:
  - (i) Such Service Provider's provision of Services,
  - (ii) Any Service Contract entered into between such Service Provider and a Customer;Or

(iii) Any breach of their obligations set forth herein.

## **18.DISPUTES ARISING OUT OF THIS AGREEMENT:**

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims will be resolved through a two-step Alternate Dispute Resolution mechanism.

**Stage 1: Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for the sole mediator and in the case both parties accept the proposed name, the said person shall be appointed as sole mediator. In case the parties are not able to reach a consensus within two proposed mediators, the sole proprietorship reserves the right to decide who the final mediator is. The decision of the mediator is not binding on both parties.

**Stage 2: Arbitration.** If the dispute is not settled by mediation, it shall be referred to and finally resolved by arbitration, which shall be governed by the law, rules and regulations of Hyderabad, India. The Arbitral award is binding on both parties. The Arbitration Board shall comprise three members – one appointed by each party and the third member to be nominated by the two appointed members by mutual consent. Arbitration shall be held at Hyderabad. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. The exclusive jurisdiction and venue for actions and disputes mentioned above shall be the courts located in Hyderabad, Telangana, India and You hereby submit to the personal jurisdiction of such courts.

## **19.PRIVACY:**

We encourage you to read the Privacy Policy and to use the information it contains to make informed decisions regarding your personal information. Please also note that certain information, statements, data and Content (such as but not limited to photographs) which You provide on the EduHorizon Platform are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on your part. Further, you acknowledge, consent and agree that we may access, preserve, and disclose information you provide to us at any stage during use of the EduHorizon Platform. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

## **20. NOTICES:**

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User reducing the same to writing, and sending the same to the registered office of the Company by Registered Post, or send an email to [support@eduhorizon.in](mailto:support@eduhorizon.in)

## **21. MISCELLANEOUS PROVISIONS:**

### **(a) Entire Agreement:**

The terms and conditions set forth in this Agreement and any additional or different terms expressly agreed by Customer and Service Provider shall constitute the entire agreement and understanding of Customer and Service Provider with respect to each Service Contract and shall cancel and supersede any other prior or contemporaneous discussions, agreements, representations, warranties, and/or other communications between them. Notwithstanding the foregoing, the Customer and Service Provider shall always remain subject to the terms of the user Agreement.

### **(b) Waiver:**

The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

### **(a) Severability:**

If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such a case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

## **DISCLAIMER**

The EduHorizon Platform is merely a venue where Users may act as Customers or Service Providers. EduHorizon is not a party to any Service Contracts between Customers and Service Providers. EduHorizon shall not have any liability or obligations under or related to Service Contracts or any acts or omissions by Users. EduHorizon has no control over Service Providers or over the Services promised or rendered by Service Providers. EduHorizon makes no representations as to the reliability, capability, or qualifications of any Service Provider or the quality, security or legality of any Services and EduHorizon disclaims any and all liability relating there to.