

## Terms and Conditions

Welcome to The Valuation School ("Company"). By accessing and using our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. If you do not agree to these terms, you must not use our services.

1. **Definitions and Interpretation** In these Terms and Conditions, the following terms shall have the following meanings:

- **"Services"** refers to the online educational courses (including finance related courses) provided by the Company accessible via our website or designated platforms.
- **"Content"** includes, but is not limited to, videos, texts, documents, images, and other educational materials provided as part of the Services.
- **"User", "You", and "Your"** refer to anyone who accesses or uses the Services.

2. **Access and Use Provisions**

2.1 **Registration:** To use certain Services, You will need to register and obtain an account and password. When You register, the information You provide to Us during the registration process will help Us in offering content, customer service, network management and other services. You are solely responsible for maintaining the confidentiality of Your account, Username, and password (collectively, Your "Account") and for all activities associated with or occurring under Your Account. You represent and warrant that Your Account information will be accurate at all times. You must notify Us (a) immediately of any unauthorized use of Your Account and any other breach of security, and (b) ensure that You exit from Your Account at the end of each use of the Services. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from Your failure to comply with the foregoing requirements or as a result of the use of Your Account, either with or without Your knowledge, prior to Your notifying Us of unauthorized access to Your Account. You may not transfer Your Account to any other person and You may not use anyone else's Account at any time without the permission of the Account holder.

2.2 **Device Restrictions:** Access to the Services is permitted on devices operating Windows, Android, or macOS, or iOS systems. The initial device used for registration must remain the sole device for accessing the Services. Any change of device may only be done with the Company's prior written consent and may be subject to additional terms and conditions.

**2.3 Viewing Limitations:** Each course recording provided as part of the Services may be accessed and viewed up to two (2) times per registered account. Additional views beyond this limit are prohibited unless expressly authorized by the Company.

**2.4 Prohibition on Batch Switching:** Users are prohibited from switching between instructional batches post-registration. All batch assignments are final subject to the sole discretion of the Company.

### **3. Fees, Refunds, and Cancellation**

**3.1 Fees:** The applicable fees for the Services are set forth on the Company's website and must be paid in full prior to accessing the Services. Pricing of Content is determined in accordance with the terms set forth on the website. You agree to pay the fees for Courses that You purchase. If because of any technical reason or problem with Payment Gateway server or Your Banker or credit card issuing bank is declined, You agree to pay Us the fees within 2 days of notification from Us.

**3.2 Refund Policy:** Refunds, if any, will be granted solely at the Company's discretion. A processing fee of minimum ₹2000 will be charged on all refunds to cover software and administrative costs. Refunds will be considered for legitimate reasons such as language barriers impeding comprehension, subject to proof satisfactory to the Company. Claims deemed illogical or unsubstantiated by the Company will not qualify for a refund.

**3.3 Cancellation by Company:** The Company reserves the right to cancel any Services for any reason including but not limited to, lack of participation, technical issues, or updates to the course content. In such cases, registered users will have the option to receive a full refund or transfer to another batch of similar courses.

**4. Compliance with Regulations.** The projects, assignments, and other work produced as part of the Services are to be used solely for educational purposes. They must not be used for soliciting clients or for conducting any form of regulated financial services activities.

**5. Intellectual Property** All Content provided in the Services is the property of the Company and/or its licensors and is protected by copyright and other intellectual property laws. You agree not to copy, reproduce, distribute, sell, resell, or exploit any portion of the Content without the express written permission of the Company.

**6. Limitation of Liability:** The Company shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of the Services or any agreement with the Company. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage.

**7. Disclaimer:**

- 7.1 **Third Party Disclaimer:** The Services may give You access to links to third-party platforms (“Third Party Platforms”), either directly or through Courses. Company does not endorse any of these Third Party Platforms and does not control them in any manner. Accordingly, Company does not assume any liability associated with Third Party Platforms. You need to take appropriate steps to determine whether accessing a Third Party Platform is appropriate, and to protect Your personal information and privacy on such Third Party Platform
- 7.2 **General Disclaimer:** The stock tips, information, and any stock-related content provided through the Services are intended for informational purposes only and are not to be construed as financial advice.
- 7.3 **Risk Acknowledgment:** Users acknowledge that investments involve risk and that decisions based on information provided through the Services are solely their responsibility. The Company is not liable for any loss or damage resulting from reliance on financial information or advice provided during the courses.
- 7.4 **Warranty Disclaimer:** The Services and Content and any other materials made available on or through the use of the services are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Company and its affiliates, licensors, suppliers, advertisers, sponsors and agents, disclaim all warranties, express or implied, including without limitation, implied warranties of title, non- infringement, accuracy, merchantability and fitness for a particular purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade. Company and its affiliates, licensors, suppliers, advertisers, sponsors, and agents do not warrant that your use of the services will be uninterrupted, error-free or secure, that defects will be corrected, or that the services, the submissions, the server(s) on which the services are hosted, or any services available on any third party platform are free of viruses or other harmful components. No opinion, advice or statement of Company or its affiliates, licensors, suppliers, advertisers, sponsors, agents, members or visitors, whether made through the use of the services, or on third party platforms or otherwise, shall create any warranty. Your use of the services, including without limitation any services provided on any third party platform, are entirely at your own risk.
8. **System Outages:** Company periodically schedules system downtime for the Services for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that Company has no responsibility and is not liable for:
- 8.1 the unavailability of the Services including those available on Third Party Platforms;
- 8.2 any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or

8.3 any outages caused by any third parties, including without limitation, any companies or servers hosting the Services, any Internet service providers, any 8.4 Third Party Platforms, or any Internet facilities and networks.

9. **Indemnification** You shall indemnify and hold harmless the Company, its directors, officers, employees, agents, and licensors from any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms and Conditions.

10. **Governing Law and Jurisdiction** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of India. Each party irrevocably agrees that the courts of Mumbai shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## 11. Miscellaneous

**11.1 Entire Agreement:** These Terms and any policies applicable to You posted on Our Services constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

**11.2 Severability:** If any provision of these Terms is found to be illegal, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

**11.3 Waiver:** A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**11.4 Notice:** Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. By using Our Services or communicating with Company, You agree that Company may communicate with You electronically regarding security, privacy, and administrative issues relating to Your use of the Services or these Terms. If Company learns of a security system's breach, Company may attempt to notify You electronically by posting a notice through the Services or sending an email to You.

**11.5 No Agency:** Nothing in these Terms shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither Company nor any other party to these Terms shall

have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound.