

# NSE Academy Ltd. and EdCast Inc.

## User Terms of Service

These User Terms of Service (the “**User Terms**”) govern your, the Authorized User’s (as defined below), access and use of our online (the “**Website**”) & mobile (the “**App**”) knowledge cloud platform, “NSE Knowledge Hub” and content therein (the “**Services**”). Please read them carefully. Even though, in some cases you may be signing onto an existing platform, these User Terms apply to you—the prospective user reading these words.

**Please read these User Terms carefully to ensure that you understand each provision. These User Terms contain a Binding and Mandatory Arbitration waiver provision that required the use of arbitration on an individual basis to resolve disputes and limits the remedies available to you in the event of certain disputes.**

### These User Terms are Legally Binding :

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Privacy Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Privacy Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Privacy Policy. “We”, “our” and “us” currently refers to EdCast Inc. (“**EdCast**”) and NSE Academy Limited (“**NSE Academy**”).

### Customer’s Choices and Instructions :

An organization or other third party, or you through your association, or on your own, (“**Customer**”) have obtained permission to access our Services for accessing online knowledge and learning tools based on Authorized User’s preferences (the “**NSE Knowledge Hub**”) via our Website or App. If you are accessing NSE Knowledge Hub from one of your employer’s platform or have downloaded the App from your employer’s app marketplace, then the Customer is your employer. If you are joining us through one of your association or on your own, then you are both the Customer and the Authorized User.

### Customer’s Contract with us and its effect on you :

Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the “**Contract**”) that permitted Customer to create and configure a platform or make our App available on their app marketplace, so that you and others could join (each invitee granted access to the Services, including you, is an “**Authorized User**”). The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to join its platform(s). When an Authorized User (including, you) submits content or information to the Services, such as messages or files (“**Customer Data**”), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or de provision access to the Services, enable or disable third party integrations manage permissions, retention and export settings, transfer or assign platform instance, share channels, or consolidate your instance or channels with other instance or channels, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

If you, as an individual, have signed up for the Services, then there will be no separate Contract other than these Terms of Service, and you will be both Customer and Authorized User, for the purpose of these Terms of Service and Privacy Policy.

#### The Relationship Between You, Customer and Us :

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; AND (C) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### Access to Services and NSE Knowledge Hub :

Subject to your compliance with these User Terms, we grant you a limited, revocable, non-exclusive, non-transferable access to our Service and NSE Knowledge Hub via our website or through the "App," which may be downloaded /accessed from Customer's marketplace, in accordance with these User Terms.

If you access the Services and/or NSE Knowledge Hub via our App, we also grant you a limited, non-exclusive and non-transferable license to: (a) download, install, and use the App from Customer marketplace in accordance with these User Terms and the terms of Customer marketplace on a single mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with this agreement, and (b) to access, stream, download and use on such Mobile Device the Services and/or NSE Knowledge Hub made available in or otherwise accessible through the App, strictly in accordance with this agreement.

If you access the Services through a Mobile Device, your wireless service carrier's standard charges, data rates, and other fees may apply. Some or all of the Services' or NSE Knowledge Hub's functionality may not work with all carriers or mobile devices. By accessing the Services or NSE Knowledge Hub on a Mobile Device, you agree that we may communicate with you by push notifications, text message, or other electronic means to your Mobile Device and that certain information about your usage of the Services through the mobile device may be communicated to us.

If you access our Services or NSE Knowledge Hub through our Website, you need to make sure that your Internet connection is adequate for accessing our Services and NSE Knowledge Hub. You are solely responsible for your Internet connection including and not limited to the applicable charges, rates, tariffs and other fees that might apply.

#### Copyright:

All content included on the NSE Knowledge Hub, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of

EdCast or NSE Academy or our content suppliers and protected by Indian and international copyright laws. All software used on the NSE Knowledge Hub is the property of EdCast or its software suppliers and protected by United States and international copyright laws.

#### Trademarks:

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#### Use of Services and NSE Knowledge Hub

You must be Over the Age of 18

The Services and NSE Knowledge Hub are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the age of 18 and are the intended recipient of Customer’s invitation to the Services. You may not access or use the Services and NSE Knowledge Hub for any purpose if either of the representations in the preceding sentence is not true.

#### **To Use Our Services and NSE Knowledge Hub, You Must Follow Our Rules**

To help ensure a safe and productive work environment, all Authorized Users must comply with our User Terms of Service and remain vigilant in reporting inappropriate behaviour or content to Customer and us.

#### **Authorized User Term**

These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Privacy Policy.

### Honour Code

All Authorized Users participating in NSE Knowledge Hub or any Service must agree to and strictly follow the following honour code of conduct:

1. You will personally complete all assessments, projects, and assignments, and will be your own work (except for peer or group based work).
2. You will not share your work, solutions, or answers to assessments, projects and assignments with anyone else. This includes both solutions written by you and any course staff solutions provided to you.
3. You will not engage in any activity that will dishonestly improve my results or dishonestly improve or negatively impact another user's results.

### Limitation of Liability

If we believe that there is a violation of the Contract, User Terms, Privacy Policy or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU MAYBE FASTENED WITH APPLICABLE FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS INR10000/- IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

### Survival

The sections titled “The Relationship Between You, Customer, and Us”, “Limitation of Liability”, and “Survival”, and all of the provisions under the general heading “General Provisions” will survive any termination or expiration of the User Terms.

## General Provisions

### **Email and EdCast Messages**

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to to EdCast should be sent to [info@nseknowledgehub.com](mailto:info@nseknowledgehub.com), except for legal notices, which must be sent to [legal@EdCast.com](mailto:legal@EdCast.com). A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

### **Privacy Policy**

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our products.

### **Modifications**

As our business evolves, we may change these User Terms or the Privacy Policy. If we make a material change to the User Terms or the Privacy Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

### **Waiver**

No failure or delay by either party in exercising any right under the User Terms, including the Privacy Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

### **Disclaimer**

These User Terms, Privacy Policy and the use of the Services and NSE Knowledge Hub are not intended to and shall under no circumstances be construed as a promise or guarantee of any job or employment opportunity or fulfilment of the outcome of your matter/purpose for which you may be accessing/using the Services and/or NSE Knowledge Hub.

### **Severability**

The User Terms, including the Privacy Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

### **Assignment**

You may not assign any of your rights or delegate your obligations under these User Terms, including the Privacy Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

### **Governing Law**

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the laws of India.

### **Venue; Waiver of Jury Trial; Fees**

The courts located in Mumbai, Maharashtra will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these User Terms, including the Privacy Policy, or their formation as a contract between us or their enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

### **Dispute Resolution and Arbitration.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH EDCAST AND NSE ACADEMY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

## **Binding and Mandatory Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either party seeks to bring an individual action in an appropriate court of law or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and we agree (a) to waive your and our respective rights to have any and all Disputes arising from or related to these User Terms of Service, use of our Services and NSE Knowledge Hub, resolved in a court. **Instead, you and we agree to arbitrate Disputes through binding arbitration** (which is the referral of a Dispute to an arbitrator who will make a final and binding determination to resolve it instead of having the Dispute decided by a judge in court). You and we agree that (a) any arbitration will occur in India, (b) arbitration will be conducted confidentially by a single arbitrator to be appointed by us in accordance with the Arbitration and Conciliation Act, 1996(the “**Arbitration Act**”) then in effect, except as modified by this “Dispute Resolution” section, and (c) that the courts of Mumbai, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

## **Entire Agreement**

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

## **Contacting EdCast**

Please also feel free to contact us if you have any questions about these User Terms of Service. You may contact us at [info@EdCast.com](mailto:info@EdCast.com)/ [info@nseacademy.com](mailto:info@nseacademy.com) or at our mailing address below:

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**Bandra (East), Mumbai 400051.**