

# Terms and Conditions

These Terms and Conditions are in addition to any disclaimers you may see on the website, and apply to each online subject that you are registering for. Please read these Terms and Conditions carefully before registering for any online subject and print out a copy for your personal records. For purchases via our website, by clicking on the "Accept" button you agree to the terms of this agreement which will bind you. If you do not agree to these Terms and Conditions, you must cease to continue to purchase any services from us. Unless explicitly stated otherwise, these Terms and Conditions will govern the use of any new features that augment or enhance the current Services, including the release of new Learning Bytes resources and services.

## 1. Services

- 1.1. A description of the services (including access to the learning management system, Intellectus, weekly interactive video lessons, and/or such other services as agreed from time to time and purchased by you through the website) that we offer, together with the dates on which the services will begin are available on our website. We will provide all our services with reasonable care and skill in accordance with the description set out on the website.
- 1.2. We reserve the right to vary or withdraw any of the services described on the website without notice.
- 1.3. We expect you to confirm that the services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the services.
- 1.4. Where your order consists of multiple online subjects, each individual subject will be treated by us as a separate offer to purchase. Learning Bytes cannot guarantee your confirmed enrollment in all the subjects of your choice (subjects are filled on a first-come-first-serve bases). The decision to approve your enrollment in each subject will be based entirely on the availability of seats in that particular subject.
- 1.5. Learning Bytes is not responsible for booking any examination with any professional body or examination board. It is your responsibility to ensure that you book prior to the relevant deadline for any exam that you wish to take and which may or may not be associated with the subject matter of the services provided to you by Learning Bytes.
- 1.6. Your access to Intellectus can sometimes be restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore Intellectus as soon as we reasonably can.
- 1.7. You agree to use the all of the services provided by Learning Bytes only for lawful purposes. You may not use any service, or a part of it, for commercial purposes.
- 1.8. You must only use all services in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the services provided by Learning Bytes. Prohibited behavior includes harassing or causing distress or inconvenience to any fellow student, teacher, or other employee of Learning Bytes, transmitting obscene or offensive content or disrupting the normal flow of dialogue within each individual session or on the discussion board. The account of the student who partakes in any of the aforementioned activities will be immediately cancelled and she/he will be blacklisted from the website.

1.9. You should wear headphones and have your laptop positioned straight in front of you throughout the session.

1.10. If you have to miss a session due to unforeseeable circumstances, it is solely your responsibility to request the management team for a one-time access to the video recording of the session, or to be given one-time access to a different section where the same topic is being covered. In the event that you choose either of the aforementioned options, the first missed session within a month will be adjusted free of cost. However, Learning Bytes will charge you an additional fee for choosing either of the aforementioned options when a second session is missed within a month.

1.11. You should contact the management team at [support@learningbytes.online](mailto:support@learningbytes.online) to place your request for a recording of a missed session or an adjustment into a different section where the same topic is being covered. The stipulated time period for such a request is within 3 business days of the missed session. Any requests that do not meet this deadline will not be entertained.

1.12. If you miss a session due to a scheduling or technical issue at our end, it will be the sole responsibility of Learning Bytes to arrange a rescheduled session as soon as possible, at no additional cost to you.

1.13. It is solely your responsibility to ensure your system's stability and continuity, as well as the full functioning of the gadget being used to access Intellectus.

## **2. Registration**

2.1. In order to purchase any of the services offered by Learning Bytes, you are required to register for an account with us by completing the registration form that can be found on the website.

2.2. You must ensure that the details provided by you on registration or at any time are correct and complete.

2.3. You must inform us immediately of any changes to the information that you provided when registering with us. You can do so by updating your personal details on Intellectus.

2.4. When you register on our website and purchase a service, you are offering to purchase the services on these Terms and Conditions. Learning Bytes reserves the right to cancel or decline your purchase request/order or any part of your order at any time until it has been confirmed.

2.5. Following receipt by us of your registration form and a one-time non-refundable registration fee, we will send you a confirmation email and assign a username, password, and roll number to you. You can use these to access Intellectus.

2.6. All services provided by Learning Bytes are to be accessed only by the individual who has enrolled in the subject and whose name appears as the student name in the registration form. Registration is non-transferrable to any other person or entity.

2.7. A legally binding agreement between us and you shall come into existence when we have:

a) accepted your offer to purchase services from us by sending you an email confirming the purchase; and

b) received payment of the registration fee from you

2.8. All user accounts must be registered with a valid personal email address that you access regularly. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice. We may require users to re-validate their account if we believe they have been using an invalid email address.

2.9. You must keep your password and user name confidential and not disclose them or share them with anyone. If you know or suspect that someone else knows your password, you should notify us by contacting support@learningbytes.online immediately.

2.10. If Learning Bytes has reason to believe that there is likely to be a breach of security or misuse of the website, we may require you to change your password or we may suspend your account.

2.11. Learning Bytes reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts, or disrupts any of our services in any way.

### **3. Suspension or Cancellation of Registration**

3.1. We may suspend or cancel your registration immediately at our reasonable discretion, or if you breach any of your obligations under these Terms and Conditions.

3.2. You can cancel your registration at any time by informing us in writing at humancapital@learningbytes.online. If you do so, you must immediately stop using all services provided by Learning Bytes.

3.3. If you cancel your registration after attending three classes, the fee for that month will not be refunded. However, if you cancel your registration before the stipulated time, your fee for that month will be completely refunded.

3.4. The registration fee is non-refundable and will not be reimbursed upon cancellation of your account.

3.5. The suspension or cancellation of your registration and your right to use any services provided by Learning Bytes shall not affect either party's statutory rights or liabilities.

### **4. Fee**

4.1. Learning Bytes will charge a monthly fee per course on the first of every month, to be paid in full by the given deadline.

4.2. By clicking the "Accept" button on the registration form, you assume full responsibility of ensuring that the fee is paid in full and on time, every month.

4.3. In the event that a student does not pay her/his fee on time, the student's account will be immediately suspended until the fee, along with a penalty fee, is paid.

4.4. The fee can be paid online or through EasyPaisa.

4.5. Your credit/debit card details are not handled by Learning Bytes. All payment and all credit card handling is through the third party, EasyPaisa. We do not store any credit card details.

Authority for payment must be given by you at the time of placing your order.

4.6. Learning Bytes reserves the right to change the monthly fee, with a 30 day notice to all clients.

### **5. User Conduct**

5.1. You shall not use the website or learning management system to:

a) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b) advertise, solicit business, or email any commercial solicitation or advertising to other users;

- c) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
- d) upload, post, email, transmit or otherwise make available any user content that you do not have a right to make available;
- e) upload, post, email, transmit or otherwise make available any user content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any third party;
- f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- g) upload, post, email, transmit or otherwise make available any material that contains software viruses or other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware of telecommunications equipment; and/or;
- h) collect or store personal data about other users in connection with the prohibited conduct and activities set forth above.

## **6. Intellectual Property**

6.1. All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Learning Bytes website and learning management system (Intellectus) and all content (including all applications and materials) located on or available through the website and learning management system shall remain vested in Learning Bytes.

6.2. You are not authorized to:

- a) copy, modify, reproduce, re-publish, disassemble, decompile, reverse engineer, download, sub-license, sell, upload, broadcast, post, transmit, distribute, make available to the public or otherwise use Learning Bytes content in any way except for your own personal, non-commercial use without prior written permission from Learning Bytes;
- b) record on video or audio tape, relay by videophone or other means any content made available through Learning Bytes;
- c) adapt, alter or create a derivative work from any Learning Bytes content except for your own personal, non-commercial use

6.3. Breach by you of clause 6.2 shall allow us to immediately terminate these Terms and Conditions with you and cease to provide you with any of our services, including but not limited to access to the online subjects.

6.4. The names, images and logos identifying Learning Bytes or third parties and their products and services are subject to copyright, design rights and trade marks of Learning Bytes and/or third parties. Nothing contained in these Terms and Conditions shall be construed as conferring any license or right to use any trade mark, design right or copyright of Learning Bytes or any other third party.

## **7. Data Protection**

The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing our services, you agree to this Use.

7.1. When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the services you have purchased and otherwise as required during the normal provision of the course.

7.2. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of Learning Bytes.

a)To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the website you visit.

7.3. We use information such as your User ID and session identifiers to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the website.

7.4. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

7.5. Learning Bytes endeavors to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

7.6. If you wish to change or update the data we hold about you, please email support@learningbytes.online or contact us at \_\_\_\_\_.

## **8. Amendments**

8.1. Learning Bytes reserves the right to make change to these Terms and Conditions from time to time, and so you should check these Terms and Conditions regularly. Your continued use of our services will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the services.

8.2. If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the website, then the latter shall prevail.

## **9. Liability**

9.1. All content provided by Learning Bytes, including the information, names, images, pictures, logos and icons regarding or relating to Learning Bytes, its products and services (or to third party products and services), is provided "as is" and on an "as available" basis. To the extent permitted by law, Learning Bytes excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Learning Bytes does not guarantee the timeliness, completeness or performance of any aspect of the service or any of its content. While we try to ensure that all content provided by Learning Bytes is correct at the time of publication, no responsibility is accepted by or on behalf of Learning Bytes for any errors, omissions or inaccurate content on the website or on Intellectus.

9.2. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of Learning Bytes.

a) To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the website you visit.

9.3. We use information such as your User ID and session identifiers to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the website.

9.4. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

9.5. Learning Bytes endeavors to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

9.6. If you wish to change or update the data we hold about you, please email [support@learningbytes.online](mailto:support@learningbytes.online) or contact us at 111-888-888.

## **10. Amendments**

10.1. Learning Bytes reserves the right to make change to these Terms and Conditions from time to time, and so you should check these Terms and Conditions regularly. Your continued use of our services will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the services.

10.2. If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the website, then the latter shall prevail.

## **11. Liability**

11.1. All content provided by Learning Bytes, including the information, names, images, pictures, logos and icons regarding or relating to Learning Bytes, its products and services (or to third party products and services), is provided "as is" and on an "as available" basis. To the extent permitted by law, Learning Bytes excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Learning Bytes does not guarantee the timeliness, completeness or performance of any aspect of the service or any of its content. While we try to ensure that all content provided by Learning Bytes is correct at the time of publication, no responsibility is accepted by or on behalf of Learning Bytes for any errors, omissions or inaccurate content on the website or on Intellectus.

11.2. Nothing in these terms and conditions limits or excludes Learning Bytes' liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, neither Learning Bytes nor any of its officers or employees shall be liable for any of the following losses or damages (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity or anticipated savings; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of any of the services provided by Learning Bytes, regardless of the form of action.

11.3. Learning Bytes does not warrant that functions available on or through our website and/or Intellectus will be uninterrupted or error free, that defects will be corrected, or that the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

## **12. Indemnification**

You are responsible for any content uploaded/posted by you on the website, or your actions in using the service. You will defend, indemnify and hold harmless Learning Bytes and its affiliates, directors, officers, employees, proprietors, independent contractors, consultants, partners, shareholders, representatives, customers, agents, predecessors, successors, and permitted assigns from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys fees and costs) or liability that may result from, arise out of, or relate to:

- a) acts or omissions by you arising out of, or in connection with these Terms and Conditions;
- b) intentional or negligent violations by you of any applicable laws or governmental regulation;
- c) contractual relations between you and other user/a third party; or
- d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright.

This indemnification obligation will survive these Terms and Conditions, and your use of the Learning Bytes website and/or Intellectus.

## **13. Confidentiality**

13.1. During the course of engagement with Learning Bytes, you may directly or indirectly obtain certain confidential information of Learning Bytes, including without limitation technical, contractual, product, program, pricing, marketing and other valuable information that are considered as confidential ("Confidential Information"). You must hold the Confidential Information in strict confidence. All right, title and interest in the Confidential Information remains with Learning Bytes.

13.2. This obligation shall not apply to information which is:

- a) in the public domain;
- b) already known to you and you can show that you were in possession of such information prior to receipt of such information from Learning Bytes;
- c) developed independently by you without the benefit of any confidential information of Learning Bytes;

- d) received from a third party without similar restriction and without breach of this Agreement or a similar agreement;
- e) required to be disclosed by an order of a court or regulatory authority of competent jurisdiction; or
- f) required to be disclosed by Learning Bytes to its Client or its authorized agents or representatives in strict confidence.

#### **14. Force Majeure**

14.1. Learning Bytes shall not be liable to you for any breach of its obligations or termination under these Terms and Conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the teacher's family, illness of the teacher, Government edict or regulation.

#### **15. Termination**

15.1. We reserve the right to suspend or terminate your right to use our Services if the information that you provided initially to register for our Services or subsequently modified, contains false or misleading information, or conceals or omits any information we would likely consider material; if we suspect that you are involved in any fraudulent transaction.