# UNACADEMY NEET UG ENGLISH MEDIUM LAUCH TERMS AND CONDITIONS

M/s SORTING HAT TECHNOLOGIES PRIVATE LIMITED (hereinafter referred to as "Unacademy") plans to launch the following test preparation goals for the NEET UG English Medium Unacademy's website <a href="www.unacademy.com">www.unacademy.com</a> and/or its mobile applications ("Platform"/"
"Unacademy Platform") ("Goal(s)"). Prior to the launch of the Goals, Unacademy is introducing an opportunity for individuals who are interested in subscribing to the prospective Goal(s) to pre-register to the relevant Goal(s) and subscribe to the respective Goal(s) at a discounted price during the launch, as provided herein ("Program").

The Program shall be made available to existing learners on the Platform, as well as any individual(s) who are interested in pre-booking their subscription(s) to the prospective Goal(s), subject to the terms specified below\_("Program Terms") along with the Unacademy Terms and Conditions, Privacy Policy and any other policies and guidelines made available on the Platform ("Platform Terms"). (collectively referred to as "Terms")

Registration is the first step in this Program. Accordingly, any learner or individual who registers for the Program and meets the eligibility criteria provided in the Terms shall be deemed to be a "Participant" of the Program and by registering for the Program, the Participants agree to have read and understood all the Terms

These Program Terms and conditions are an electronic record in terms of the Information Technology Act, 2000, the Information Technology (Amendment) Act, 2008, and other such applicable laws and regulations applicable to electronic records, as introduced/amended from time to time. These Terms form a legally binding agreement between the Participant and Unacademy i. By clicking on the 'I agree' icon or by submitting the registration form for participating in the Program, the Participant hereby unconditionally consent, agree, and undertake to be bound by these Terms, The Terms are subject to modification by Unacademy at its sole discretion, and Unacademy reserves the right to, at its sole discretion may revise, modify, cancel the Program at any point in time.

## A. ELIGIBILITY AND PARTICIPATION

All sign-up/registration forms must be submitted directly by the Participants and where the Participants do not fulfil the <u>Age Requirements</u>, then such sign ups/registrations should be done with the consent of and under the supervision of their parent or legal guardian in accordance with the Terms.

To participate in the Program, Participants will be required to follow the registration process that shall be communicated to them either via email sent by Unacademy and/or shall be provided on the Platform. The Participant shall pay a pre-booking fee of INR 99/- (Indian Rupees Ninety Nine only) towards a desired Goal (as available at the time of registration) ("Participation Fee").

Participants that register for the Program for a respective Goal shall be eligible to avail the 6 Month Plus subscription at ₹24,999 for the same Goal during the launch of the respective Goal. Unacademy may change or modify the Terms of the discount at its sole discretion.

Participant(s) understand and acknowledge that the registration and payment towards the Program does not in any way amount to a subscription to the Goal at the time of launch and the Participant shall be required to visit the Platform and purchase the subscription to the Goal within the time periods provided herein. Unacademy shall launch the Goals at its sole discretion. In the event Unacademy does not launch a Goal that the Participant has registered to the respective Program, Unacademy shall refund the Participation Fee towards the respective Participant.

The discount towards the subscription to the Goal for the Participants, shall be valid for a period of 2 (weeks) from the date on which the particular Goal becomes active on the Platform. The Participant agrees and understands that there shall be no refund of the Participation Fee, in the event the Participant fails to avail the discounted subscription to the Goal on/before/within the above mentioned date/time period and accordingly, Unacademy shall not be required to refund the Participation Fee & the Participant will be required to pay the full price of the subscription for the Goal.

The process and decision of launching the Goal(s) shall be subject to change, at the sole discretion of Unacademy and the decision of Unacademy shall be final and binding. The Participants are encouraged to check the Terms on a periodic basis to ensure that they do not miss out on any updates and modifications.

Participant(s) understand that to confirm their eligibility they may be required to submit their information that may be requested by Unacademy at the time of registration.

- (i) Unacademy shall only charge the participation fee for registration to the Program on the Platform. Any other costs towards the subscription to the Goal) shall be communicated on the Platform during the launch.
- (ii) Participants must exercise caution against any other person/ entity that demands money or its equivalent for the purpose of participation in the Program and or the subscription to the Goal. Unacademy shall not be liable to Participant for any amount paid in this regard and Unacademy disclaims all responsibilities in respect of the same.

#### **B.** PERSONAL INFORMATION

A Participant's Personal Information, including Sensitive Personal Information, that may be collected to enable such Participant to participate in the Program and enable rendering of Services (as defined in the <u>Terms and Conditions</u>) by the Platform, shall be collected, processed, and stored in accordance with the Unacademy's <u>Privacy Policy</u>. Participants shall have all the rights available to them under the applicable Data Protection Laws (as defined in the <u>Privacy Policy</u>) in accordance with the Unacademy Privacy Policy.

Unacademy shall use a Participant's Personal Information for facilitating this Program and rendering the Services with respect to the Platform in the most effective manner, to secure the Platform and make improvements, to perform market research and product analysis, to carry out Unacademy's obligations towards the Participant, and to communicate with the Participant. The said communication can either be by calls, text, or emails and for the purposes which include transactional, service, advertising or promotional related calls or messages about the Program and other offers, new products or services made available by Unacademy, and the Participant hereby consents to the same.

Any deletion request received from a Participant in respect of their Personal Information shall be processed in accordance with Unacademy Privacy Policy.

## C. CONSENT AND WAIVER BY PARTICIPANTS

The Participant hereby consents to the use by Unacademy of his/her name, age, photograph, videos, voice recordings, rank, statements and/or testimonials ("Personal Attributes") for the purpose of publication, advertising, promotion on Unacademy's online platforms, including but not limited to the Platform, and through any mode, medium, platform and/or format, including without limitation, in newspapers, magazines, other print media, on television, radio, internet and other electronic and/or in mailings for educational awareness.

Any testimonial or statements provided by the Participant and any other details pertaining to their use of the Platform, content available of the Platform, shall be exclusively provided to Unacademy and the Participant warrants to that extent.

The Participant hereby confirms that the chance provided by Unacademy to be recognized as a participant of the Program and/ or a rank-holder in the exams in accordance with these Program Terms, is sufficient consideration for the use of Participant's Personal Attributes by Unacademy in accordance with the terms hereof, and Unacademy shall have no liability to pay any consideration for any use of the Participant's Personal Attributes.

The Participant shall release, waive, and discharge claims of any kind or nature arising out of or relating to the use of his/her Personal Attributes against Unacademy or any person or firm authorized by Unacademy to publish the same in accordance with the terms hereof. Such release, waiver and discharge shall also extend to all group companies, affiliated companies, subsidiaries, shareholders, directors, officers, employees, agents and assigns of Unacademy and any publishers of the Personal Attributes in accordance with the terms hereof. Such a release shall be binding on the Participant, his/her respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

#### D. DISCLAIMERS

(i) Unacademy and/or its subsidiaries/affiliates shall not be under any obligation to the Participant in relation to the Program and the Participant shall have no claims whatsoever against Unacademy and/or its subsidiaries/affiliates relating to the selection process, gratification, or the running of the Program.

- (ii) Unacademy shall not be responsible for any errors or omissions in the Terms and conditions contained herein. All information provided is provided "as is" without warranty of any kind. To the fullest extent permitted by applicable law, Unacademy disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement in respect of the Program.
- (iii) Unacademy shall have the sole discretion to discontinue/cancel the Program, cancel launch of any Goal(s), or any part thereof at any point in time and the Participant shall not raise any claim due to such discontinuation or cancellation at any time whatsoever.
- (iv) Unacademy shall not be held responsible in case of a server shutdown or loss of Participant's registration and/or other data. Unacademy shall not be responsible for any delay in receipt or non-receipt or incomplete or corrupt receipt of the registration or, other details of the Participant. Unacademy shall not be responsible for any technical difficulties or data corruption that may arise during the registration process. Further, Unacademy shall not be responsible and/or liable in any manner whatsoever in case the Participant is unable to register for participation in the Program due to failure on part of the internet service provider, facility provider, etc.

## E. MISCELLANEOUS

All other provisions not specifically stated herein, including without limitation, provisions pertaining to governing law and jurisdiction, indemnity and limitation of liability, shall apply to the Participants *as is* stated under the <u>Terms and Conditions</u>, to the extent applicable.

#### F. CONTACT US

For any queries/concerns regarding these Terms and conditions, Participants may write to us by email at legal@unacademy.com or by post to:

# Sorting Hat Technologies Pvt Ltd

Maruti Infotech Centre, 3rd Floor, A-Block, Domlur, Koramangala Inner Ring Road, Bangalore- 560 071, Karnataka, India.