



TERMS AND CONDITIONS

1. Introduction

These terms of use ("terms") bind you, the company you represent, and the company that registered you (collectively "you") to the terms and conditions set forth herein in connection with your use of GOODY LMS ("LMS"), may these be accessed through web application or other offerings on our website.

By using any of the goody lms services or clicking on the "signup" button, you agree to become bound by the terms. If you do not agree to all these terms, click on the "x" button and do not use the GOODY LMS services. Goody LMS's acceptance is expressly conditioned upon your assent to all these terms, to the exclusion of all other terms. If these terms are considered an offer by GOODY LMS, acceptance is expressly limited to these terms.

From time to time, We may update these Terms to clarify our practices or to reflect new or different practices, such as when We add new features, and GOODY LMS reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. Your continued use of Our Services after changes become effective shall mean that You accept those changes. You should visit the services regularly to ensure You are aware of the latest version of the Terms, as any revised Terms shall supersede all previous Terms.

2. Additional Agreements

All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in GOODY LMS's Privacy Policy ("Privacy Policy").

Any personal information submitted in connection with Your use of the Services is subject to Our Privacy Policy, which is hereby incorporated by reference into these Terms.

3. General

All of Your use, access and other activities relating to the Services must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. GOODY LMS collects personal information solely for the purpose of operating as Training Organisation. Under the purposes of audit requirements, GOODY LMS may release your personal information for its regulatory requirements. Further, access to Our Services from territories where their contents are illegal is prohibited. Access for permanent residents of certain countries may also be prohibited. Those who choose to access or use the Services from such locations do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, e-mail, or privacy. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which You reside. You may only access the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to Your use of the Services. You agree not to use the Services or the Company Content (as defined below) to recruit, solicit, or contact in any form, Instructors or potential users for employment



or contracting for a business not affiliated with Us without Our advance written permission, which may be withheld in Our sole discretion.

4. Specific Obligations of Students

As a Student, You represent, warrant and covenant that: You have read, understood, and agree to be bound by the pricing information before using the Services or registering for a Course. You are over the age of 18 and fully able and competent to enter into the Terms, or, if not, You will only use the Services with the involvement, supervision, and approval of a parent or legal guardian. Children under the age of 13 may not register for an Account or register or purchase Courses. You will not copy, modify, decipher, decompile, reverse engineer, reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivativeworks from, deface, tarnish, mutilate, hack, interfere with, or otherwise use and exploit any Company Content, the Services or Courses or Submitted Content except as permitted by these Terms or the relevant Instructor as applicable. You will not frame or embed the Services to circumvent the Services. You will not impersonate another person or gain unauthorized access to another person's Account. You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services.

5. 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 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. In cases where You have authorized or registered another individual, including a minor, to use Your Account, You are fully responsible for (a) the online conduct of such Student; (b) controlling that Student's access to and use of the Services; and (c) the consequences of any misuse. You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with Your access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

6. Enrolment

GOODY LMS will only fulfill and expedite the items indicated in this purchase upon confirming and receiving payment. The Customer shall provide the full information required by GOODY LMS and



deemed necessary for GOODY LMS's administrative processes, and such information shall be retained by GOODY LMS on a confidential basis for the said administrative processes and such other purposes. The participant will receive an email upon enrolment with their user name and password details. This email will also define the online training and assessment timeframes. The participant agrees to the terms and conditions of enrolment. The commencement date of the course is the date of enrolment (start date). Once commencing the online learning, the enrollee will have a period of certain months (depending on the course requirements) from the start date to complete all the assessment requirements for the online learning, this is inclusive of the participant making arrangements to complete their final examinations. The timeframes for enrolment/completion of assessment tasks may not be extended. A participant must ensure they have completed and printed all their assessment activities within the specified timeframes for the relevant course. Participants will be unable to access the online learning site when the timeframe has lapsed. A participant may be required to purchase additional resources in order to complete the training and/or assessment. Costs listed in GOODY LMS Training Directory apply to course dates listed for this period. GOODY LMS reserves the right to review pricing at any time. Every effort is made to ensure the information provided is correct at the time of publication. GOODY LMS may prevent/restrict access to the online learning website for any technical, security and or any other reasons at its discretion

7. Attainment of Certificates

GOODY LMS may choose to offer a certificate, statement or other acknowledgement or documentation to You if you satisfy certain criteria (e.g., course completion) in connection with one or more courses or programs made available to you through GOODY LMS (a "Certificate"). The issuance of a Certificate and the criteria governing such issuance, are solely within our discretion and may be changed at any time. You recognize that it does not represent an endorsement by GOODY LMS and GOODY LMS is not an accredited educational institution, nor have sought any such accreditation, and any such Certificate does not convey any academic credit or standing. You agree that you will not seek to obtain a Certificate through any false, misleading, or unlawful means, or misrepresent to any third party the nature, content or terms of issuance of any such Certificate. For retake, applicants will need to reapply for another enrolment for another examination.

8. Content, Licenses & Permissions

All software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof is "Content." Where GOODY LMS provides Content to You in connection with the Services, including, without limitation, the software, the products and the site, it is "Company Content". Content uploaded, transmitted or posted to the Services by a User is "Submitted Content". GOODY LMS hereby grants You (as a User) a limited, non-exclusive, non-transferable license to access and use Submitted Content and Company Content, for which You have paid all required fees, solely for Your personal, noncommercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with particular Courses, Certificates or Services. All other uses are expressly prohibited absent Our express written consent. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any Submitted Content or Company Content unless We give You explicit permission to do so. Submitted Content and Company Content is licensed, and not sold, to You. Content remains the proprietary property of the person or entity supplying it and is protected, without limitation, according to Indian intellectual property laws. All rights not expressly granted



in these Terms are retained by the Content owners and these Terms do not grant any implied licenses. GOODY LMS RESPECTS ALL COPYRIGHT, PRIVACY, DEFAMATION AND OTHER LAWS RELATING TO CONTENT AND INFORMATION AND WILL NOT TOLERATE VIOLATION OF SUCH LAWS. Notwithstanding the foregoing, We reserve the right to revoke this license to access and use Submitted Content and Company Content granted to You.

9. Trademarks

The trademarks, service marks, logos, names and graphics (the "Trademarks") used and displayed through Our Services or in any Company Content may be Our registered or unregistered Trademarks or of Our suppliers, affiliates are protected. All rights are reserved and You may not Use, reproduce, copy, redistribute, alter or obscure the Trademarks, or link to them without Our prior written approval.

10. Pricing, Taxes & Payment Pricing

Pricing. GOODY LMS fees are quoted in INR. Pricing of GOODY LMS Courses is determined in accordance with the terms set forth in Our Pricing Policy. GOODY LMS reserves the right to change the fees at any time in its sole discretion.

Taxes. The final pricing of the services is inclusive of all GST or any applicable taxes.

Responsibility. If You are a Student, You agree you are responsible for paying the fees for Courses that You purchase. By clicking or tapping the relevant purchase button, You are confirming that You want the Course immediately credited to Your Account and that by doing so You are hereby waiving any and all cancellation rights under applicable laws. You are also responsible for paying fees relating to GOODY LMS certifications, which may be issued upon your request after you complete the relevant courses. All fees must be paid in a timely manner with a payment accepted by the website. These fees are payable at the time of registration for the course or the examination.

Payment. All payments are made to GOODY LMS. By making the payment, you recognize that you have checked that this payment could validly be made pursuant to national laws and regulations applicable to this transaction including those adopted by the State of origin of the currency used. Except if otherwise expressly refused by you, all fees will be billed to the Payment Instrument you designated when you first incurred a charge on the Services. If any of your billing information changes, you must update that information by contacting GOODY LMS at support@goodylms.com. You may be asked during the payment process to provide your credit card information. If You provide such information, You hereby represent and warrant that You are authorized to supply such information and hereby authorize GOODY LMS to charge Your credit card or debit your bank account on a regular basis to pay any due fees, sales tax, and other charges you may incur in connection with your use of the Services. You agree to pay all amounts due pursuant to the order and to maintain adequate funds or credit balances on your Payment Instrument to satisfy all amounts due to GOODY LMS.

Non-payment. If Your credit card is declined, You agree to pay Us the fees within thirty (30) days of notification from Us, and pay (at Our discretion) a late payment charge of 1.5% per month, or the maximum permitted by law, whichever is greater. GOODY LMS expressly reserves the right to refuse or block Your access to any course or examination if the fee is not paid, is cancelled or not processed for any reason, pending resolution of such amounts due by You to GOODY LMS. If Your payment is past due, We may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with Us and/or retaining collection agencies and legal counsel.

Refunds. GOODY LMS strictly follows a non-refund policy upon purchased

11. Limitation of Liability

Neither GOODY LMS will not be responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including without limitation, damages for loss of business, loss of data or lost profits), under any contract, negligence, strict liability or other theory arising out of or relating in any way to the services and/or materials, including any materials available through any third party platform,



submissions, any linked websites or any code, product or service purchased, accessible or usable through the services or any third party platform. Your sole remedy for dissatisfaction with the services, materials, including any products or services available through any third-party platform, submissions or any linked websites is to stop using the services, materials, submissions, products, or linked websites, as applicable. The sole and exclusive maximum liability to GOODY LMS for all damages, losses and causes of action, whether in contract, tort (including without limitation, negligence) or otherwise, shall be the total amount paid by you to GOODY LMS in the preceding twelve (12) months, if any, to access or use the services. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. No communication of any kind between you and GOODY LMS or a representative of GOODY LMS constitutes a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms. Multiple claims will not increase the monetary damages limit stated herein. You agree that the damage exclusions in these terms of use shall apply even if any remedy fails of its essential purpose.

Inaccuracies. A possibility exists that the Services provided on any Third Party Platform could include inaccuracies or errors, or information or materials that violate these Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services available on any Third Party Platform. Although GOODY LMS attempts to ensure the integrity of the Services on Third Party Platforms, we make no guarantees as to the Services' completeness or correctness. In the event that a situation arises in which the Services' completeness or correctness is in question, please submit a request to support@goodylms.com (with the subject line "Inaccuracies in Services on Third Party Platform Name") with, if possible, a description of the Services to be checked and the location (URL) where such Services can be found on Our Services or Third Party Platform at issue, as well as information sufficient to enable Us to contact You. We will try to address Your concerns as soon as reasonably practicable. For copyright infringement claims, see our Privacy Policy.

System Outages. GOODY LMS periodically schedules system downtime for the Services for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that GOODY LMS has no responsibility and is not liable for: (a) the unavailability of the Services including those available on Third Party Platforms; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or nondelivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Services, any Internet service providers, any Third Party Platforms, or any Internet facilities and networks.

12. Indemnification

You hereby indemnify, defend and hold harmless GOODY LMS, and its affiliates, officers, directors, agents, partners, employees, licensors, representatives from and against all reasonably foreseeable losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of Your breach of any representation or warranty hereunder. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You under this Section, and in such case, You agree to fully cooperate as reasonably required with such defense and in asserting any available defenses.

13. Termination

GOODY LMS reserves the right to terminate, suspend, modify, discontinue availability or delete, at Our sole discretion, any (a) Submitted Content, Company Content, Courses, or any Service; and (b) Your access to Our Services or Your Account, as follows: If You breach or violate any of these Terms or any of Our applicable policies, as posted on Our Services from time to time, GOODY LMS may take action immediately without prior notice to You. If We take action pursuant to this section, We shall not have any liability to You for any Course(s) You may have purchased nor for any other use of Our Services associated with Your Account. For avoidance of any doubt, You understand and agree that You will not be compensated nor be eligible for any refund under any circumstances for any such access lost to Our Services, including without limitation to Course(s) You may have purchased; We may also take action at our sole discretion, for any reason or no reason, in which case We will provide prior notice to You. If We take action pursuant to this section, if You are a Student We will refund You for any access lost to Course(s) that You may have purchased during the three (3) months period prior to



such termination, all in accordance with and subject to the terms of Our refund policy set forth herein; You may terminate Your use of the Services at any time, either by ceasing to access them, or by deleting Your Account, by following the steps set forth in Our Privacy Policy and subject to the terms therein. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law. Upon termination, You must cease all use of the Services and Content. Any accrued rights to payment and all representations and warranties shall survive termination.

14. Notices

By using Our Services or communicating with GOODY LMS, You agree that GOODY LMS may communicate with You electronically regarding security, privacy, and administrative issues relating to Your use of the Services or these Terms. GOODY LMS may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Website. If GOODY LMS learns of a security system's breach, GOODY LMS may attempt to notify You electronically by posting a notice through the Services or sending an email to You. Notice will be deemed given after e-mail is sent, unless the sending party is notified that the email address is invalid.