



## Terms of Use

We know it may be time saving and perhaps tempting to skip these Terms of Use, but it's crucial to establish what you can expect from RINEX as you use our services. These terms of our service govern our relationship with you as you engage, interact and consume our services. For all legal purposes this is a legally binding agreement between you (the student) and us (the company)

By accessing or using the Site, the Platform, the Application or any of our Services you agree that you have read, and that you understand and agree to be bound by these terms and receive our Services ("Terms of Use" or "Terms"), whether or not you have registered with the Site and/or Application.

If you do not agree to these Terms, then you have no right to access or use the Site, Application, Services, or Collective Content (as defined below).

If you are using the Site, Application or Services then these Terms of Service are binding between you and RINEX

### **Definitions**

In addition to other words and expressions that may be defined elsewhere in these Terms, unless otherwise stated the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

1. "**Courses**" means educational courses listed on the Site or Application. Being a marketplace these are offered by third parties.
2. "**Course Fees**" means the amounts that are due and payable by a Student for enrolment of Course.
3. "**Collective Content**" means Content from a Third Party and of RINEX
4. "**Content**" means text, graphics, teaching materials, images, designs, charts, software (excluding the Application), audio, video, information or other materials.
5. "**User**" means a person, who completes RINEX account registration process.
6. "**Third Party Content**" means all Content that a Third Party posts, publishes, uploads, submits, transmits, or one which includes in their Listing, including but



not limited to the Content that is made available through the Site, mobile Application or Services.

7. "**Payment Method**" means a payment method that you have added to your RINEX Account, such as a credit card, debit card or net banking. This can be through a third party.
8. "**Student**" means a Member who enrolls for Courses on Application or Site, in case of minor students the parent or guardian who enrolls their child or ward for the Courses on Application or Site.
9. "**Workshop**" means instructor led programs for a short period of time.
10. "**Tax**" or "**Taxes**" mean any taxes such as goods and services taxes (GST), or other such taxes as set up by the government the company may be required by law to collect and remit to governmental departments.

## 1. ACCOUNTS

You will need an account with us to access our services. Please ensure that your password is safe because all work related to your account is accessed via the login/password. If at all you think there is any suspicious activity on your account, please notify our support team immediately. We assume that all information you have provided at the time of opening your account is accurate and complete. We deem it your responsibility to ensure your information details as available with us are up to date at all times. Please expect to be verified by our support team before an interaction. Please be aware that we shall not be responsible for accounts that have been compromised due to callousness on the part of the student.

## 2. ACCESS RIGHTS AND PRIVILEGES

When a course has been made available online as a student you are advised that it is purely for educational purposes. You (the student) are authorised to use the content but this right is non-transferable and exclusive to the student. You are explicitly prohibited from any further distribution, broadcast, recording, sharing, renting, creating any subset work, transmitting in hard or soft form without the written permission of RINEX. We hold the authority to withdraw our services should there be a violation of our rights.

## 3. PAYMENTS AND REFUNDS

It is entirely possible that a course may have its own set of terms dealing with refunds, deferrals, credits or payments. All self-paced programs are non-refundable and non-



transferrable under any circumstances. Full refunds will be issued only if RINEX cancels the complete program. Under exceptional circumstances if your case qualifies for a refund, the request needs to be raised at least 10 days prior to the program commencement date and you haven't been provided access to the learning management system and your dashboard

#### **4. CHANGE OF COURSE**

RINEX. Allows you to change your course to an alternative course only once using the following guidelines. Please refer to the refund and course change policy document updated on our website.

#### **5. INFORMATION SECURITY**

When users of the Company's service use its products and they trust it with their information, it is the Company's duty to protect that information. We will always be thoughtful of their rights and mindful of our duty to protect it. The Company believes in enhancing the user's experience and to that extent allows the Company to deliver the type of content and product offerings in which its users would be most interested. We make best efforts to take all precautions to protect any personal information that is collected by us

**Confidentiality:** data and information are protected from unauthorized access

**Integrity:** Data is intact, complete and accurate

**Availability:** IT systems are available when needed

The Company may use the information you have provided about yourself to fulfil requests for our assessment, our products, our services and/or to respond to inquiries about our service offerings.

The Company securely stores your information, and holds it for as long as we need to in order provide our services and products to you in accordance with (i) applicable law, or (ii) as long as is set out in any relevant contract your firm has with us.



Depending on the country of your residence, you may have rights under your local law in relation to the information we hold about you. You could therefore

- a. Seek confirmation from us as to whether we process any personal data about you
- b. Withdraw your consent at any time.

Since we may collect Personally Identifiable Information, you hereby authorise us to use, process, maintain and store this information for enhancing customer experience and conducting internal studies to enrich our content. You also authorise us to share such information with our partners and consultants that we may engage for similar services. Our Website may contain links to other websites of companies that are not under our direct control. These websites may have their own policies regarding privacy and information storing. Please be aware that we have no control of or responsibility for linked websites and provide these links solely for the convenience and information of our visitors. You accessing such linked Websites shall be at your own risk.

## **6. USER CODE OF CONDUCT**

All students and instructors are bound by the User Code of Conduct. While using the platform and our services you -

- Not abuse, harass, demean and disrespect other users, students, instructor and/or other attendees
- Shall maintain an atmosphere of harmony, dignity and respect
- Shall not post online any content
- Shall notify the instructor with a copy to 'support' about any breach of this Code of Conduct
- You shall not post content that infringes or misappropriates patents, trademarks, trade secrets, right of publicity, or other intellectual property rights of third parties;
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others;
- You shall not post content related to partisan political activities;
- You shall not post content that hurt religious sentiment

## **7 RIGHTS ON USE OF OUR PROGRAMS**

The company reserves the right to cancel or reschedule any program at any time. The company also reserves the right to withdraw any program. Please read the refunds and cancellation section carefully for our obligations and your rights under this. You



explicitly agree that the company shall not be liable to you, accountable to you or to any third party for any such suspension, modification or discontinuance. You understand and agree that the company shall not be held liable by you in the event of non availability of the platform and any of its services.

## **8. INDEMNIFICATION**

If any user behaves in a way that gets us in legal or regulatory trouble, we may choose legal recourse against you. You agree to indemnify, defend (if we so deem necessary), and hold harmless RINEX our group companies, and their officers, directors, management, vendors, channel partners, suppliers, employees and agents from any third-party claims, losses, damages, demands or expenses (including attorney fees) that are arising from (a) the content you post, present, or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Please be aware that your indemnification obligation will survive the termination of these Terms and your use of the Services.

## **9. DISCLAIMERS**

WE WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.

## **10. BINDING AGREEMENT**

You explicitly agree that the moment you create an account you are agreeing to enter into a legally binding contract with the company. If you do not agree to our terms please close your account, do not register or otherwise use our services.

## **11. UPDATING THESE TERMS**

From time to time, we may update these Terms to clarify our existing practices or to reflect new or different practices or when we add new features, and we reserve the right to modify and/or make changes to these Terms at any time. If we make any material change our known methods of delivering these services, we will notify you using prominent means, for instance by email (using the email that has been specified in your account or by posting a notice through our Services). All such modifications/updates will become effective on the day they are posted unless stated otherwise.



Your continued use of our Services after changes become effective shall also mean that you accept those changes and revision to the terms of use. Any revised Terms shall supersede all previous Terms.