

# MASTER SERVICES AGREEMENT

Version 3.0 Effective: January 20, 2023

XIMR.ONLINE is owned Xavier Institute of Management & Research (XIMR), and is managed by YGROO – A Social Enterprise, on behalf of Xavier Institute of Management & Research (XIMR). When you use <https://www.ximr.online> or services through <https://ximr-online.ygroo.org> you enter into a agreement with YGROO – A Social Enterprise.

These terms and conditions ("Terms") govern your XIMR.ONLINE Account ("Account") and cover the use of YGROO Product and Services listed at the end of these Terms here in Section 22 (the "YGROO Products and Services, YGROO Products, YGROO Services, Products, Services"). Your Services Agreement and account with YGROO (YGROO, we, us) may be with YGROO PTE LTD a company incorporated and registered in Singapore with company number 202007781W whose registered office is located at 51 Goldhill Plaza, #07-10/11, SINGAPORE 308900 (if you register from within Singapore and the rest of the world), or with our sister company YGROO DIGITAL PVT LIMITED, a company incorporated in India with company identification number U63040MH2006FTC163655 having its registered office at Him&Kays House #1 Powai Vihar, Powai, Mumbai 400076 (If you register from within India). You or the entity you represent ("you", "your" or "ORGANIZATION") accept these Terms by creating a XIMR.ONLINE account, through your use of YGROO Products and Services, or by continuing to use the Products and Services after being notified of a change to these Terms. You represent to us that you are lawfully able to enter into agreements (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. All terms this YGROO Services Agreement shall be binding upon you and inure to the benefit of and be enforceable by your successors.

Any new features or tools which are added to the current Products and Services shall be also subject to the Terms. You can review the current version of the Terms at anytime on the website (<https://www.ximr.online.org/service-agreement>). YGROO reserves the right to update and change the Terms by posting updates and changes to the website. We recommend that you check the Terms from time to time for any updates or changes that may impact you.

You must read, agree with and accept all of the terms and conditions contained in this Master Services Agreement, as well as YGROO's Privacy Policy, incorporated herein by reference, before you use the Product and Services or create a XIMR.ONLINE Account ("Account").

## Article I. Your Privacy and Your Content

Section 1.01 We greatly respect your Privacy. Please ensure you read the Privacy Policy (<https://www.ximr.online/privacy>) (the "Privacy Policy") as it describes the types of information and data, we collect from you and your users ("Data"), how we use this Data, and the legal bases we have to process this Data. It also outlines how we protect your and your users data and the standards we follow.

### Section 1.02 Your Primary Content and Your Secondary Content

- (a) Many of our Services allow you to store or share your content or receive material from others. YGROO uses your content, which is your communications with others; postings submitted by you to YGROO via the Services; and the files, photos, documents, audio, digital works, livestreams, eLearning resources and videos that you upload, store, broadcast, share with the YGROO service team or share through the Services ("Your Primary Content"). For certain Services we use Your Primary Content provided by you to create additional content for providing your services. ("Your Secondary Content"). Your Primary Content and Your Secondary Content together is referred as "Your Content".
- (b) By agreeing to these terms and using the Services, you completely agree that YGROO does not own, control, verify, pay for, endorse or otherwise assume any liability for Your Content and cannot be held responsible for Your Content. YGROO creates Your Secondary Content using the Your Primary Content on a best effort basis with the sole intention of assisting you. You take full ownership at all times, of Your Primary Content and Secondary Content and are solely responsible for validating these and notifying YGROO of any errors or omissions.

YGROO will have no responsibility whatsoever and cannot be held responsible for either Your Primary Content or Your Secondary Content. Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to YGROO's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. We don't claim ownership of this Your Primary Content. Your Primary Content remains Your Content and you are responsible for it.

- (c) When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display Your Content for the purpose that you made Your content available on the Services, without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. YGROO does not own, control, verify, pay for, endorse or otherwise assume any liability for Your Content and cannot be held responsible for Your Content or the material others upload, store or share using the Services.

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- (d) To the extent necessary to provide the Products and Services to you and others, to protect you and the Products and Services, and to improve YGROO Products and Services, you grant to YGROO a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising.

## Article II. Code of Conduct.

Section 2.01 You are responsible for the conduct on your Account. You must ensure that you and your Users follow these rules:

- (a) Don't do anything illegal.
- (b) Don't engage in any activity that exploits, harms, or threatens to harm children.
- (c) Don't send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security Numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit.
- (d) Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity) or Your Content or material that does not comply with local laws or regulations.
- (e) Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretences, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments) or libellous or defamatory.
- (f) Don't circumvent any restrictions on access to or availability of the Services.
- (g) Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
- (h) Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or photographs).
- (i) Don't engage in activity that violates the privacy or data protection rights of others.
- (j) Don't help others break these rules.
- (k) You will not sell, transfer or sublicense your YGROO Account Log-In Credentials to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.
- (l) You will not misrepresent or embellish the relationship between YGROO and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavours). You will not imply any relationship or affiliation between us and you except as expressly permitted by these Terms
- (m) You will not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use YGROO or YGROO trademarks and/or variations and misspellings thereof.
- (n) You will not probe, scan, or test the vulnerability of any YGROO system or network, unless we have given you prior written authorization.

Section 2.02 Enforcement. If you violate these Terms, we may, in our sole discretion, stop providing Services to you or we may close your YGROO account. We may also block delivery of a communication (like email, file sharing or instant message) to or from the Services in an effort to enforce these Terms, or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, YGROO reserves the right to review Your Content in order to resolve the issue, and you hereby authorize such review. However, we cannot monitor the entire Services and make no attempt to do so.

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## Article III. Using the Products, Services & Support.

Section 3.01 Subscribing to YGROO Products and Services: You must be above 18 years of age to Subscribe to YGROO Products and Services Online.

(a) Online Subscription:

- (i) Visit the "XIMR.ONLINE" <https://www.ximr.online>
- (ii) Create your account using the "User Signup" form
- (iii) Use the OTP to login to your personal learning dashboard
- (iv) Go to "Before you start" and read all the tutorials on how to use the products and services
- (v) Complete the Services Agreement
- (vi) Complete "Your Details"
- (vii) You may now explore and enrol for any free or paid courses

Section 3.02 If you Subscribe to XIMR Products and Services Online on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms.

Section 3.03 XIMR.ONLINE Account: You'll need a XIMR.ONLINE account to access YGROO Products and Services.

- (a) You cannot transfer your XIMR.ONLINE Account credentials to another user or entity.
- (b) To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your XIMR.ONLINE account.
- (c) You must use your XIMR.ONLINE account to keep it active. This means you must sign in at least once in a six month period to keep your XIMR.ONLINE account, and associated Services, active. If you don't sign in during this time, we will assume your XIMR.ONLINE account is inactive and will close it for you. Please see section 4.1.3 for the consequences of a closed XIMR.ONLINE account.
- (d) If we reasonably suspect that your XIMR.ONLINE account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), YGROO may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content.
- (e) If you are having trouble accessing your XIMR.ONLINE account, please write to us at [clrc@ximr.ac.in](mailto:clrc@ximr.ac.in)

Section 3.04 Support we offer for Users:

- (a) Raising a service request: You could write to [clrc@ximr.ac.in](mailto:clrc@ximr.ac.in). A service ticket number would be assigned to your request and our customer service team would work with you to resolve the issue.
- (b) Hours of operations: The service desk operates between 9:30am to 5:30pm (Indian Standard Time) Our response time is between 3-4 working hours.
- (c) Service level / turn around time: For every request received during working hours, we would come back to you with the next steps or expected date of resolution within 4 hours. During holidays or weekends, we would come back to you on next steps or expected date of resolution within 12 hours.
- (d) While email support is available as a standard, for certain service requests we use additional support services including real-time chat or global call back service.
- (e) System maintenance: In case of any system down-time you would receive advance notifications.
- (f) Escalations / grievances: In case you are not satisfied with how the service desk has handled your service request or would like to raise any grievances please write to our nodal grievance officer Venkata Subramanian [venkatasv@ximr.ac.in](mailto:venkatasv@ximr.ac.in)

## Article IV. Closing Your Account:

Section 4.01 You may close your XIMR.ONLINE account at any time by logging into your learning dashboard, going to "Your Details" under the My Accounts tab and click on suspend account.

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Section 4.02 If your XIMR.ONLINE Account is closed (whether by you or us), a few things happen.

- (a) First, your right to use the account to access the Products and Services stops immediately.
- (b) Second, we'll delete Data or Your Content and all step down Admin users and all your end users and their data associated with your Admin Owner Account or will otherwise disassociate it from you and your Admin Owner Account (unless we are required by law to keep it, return it, or transfer it to you, or a third party identified by you). You should have a regular backup plan as YGROO won't be able to retrieve Your Content or Data once your account is closed.
- (c) Third, you may lose access to YGROO Products and Services you've acquired.

Section 4.03 We are not liable directly or indirectly in any fashion for the any liabilities whatsoever that the impact of closing the Admin Owner Account ending of Services may have on you. It is your sole responsibility to ensure your account is active to continue to use the YGROO Services.

## Article V. Service Notifications:

Section 5.01 When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your YGROO account, then we may send Service notifications to you via email or via SMS (text message), or via WhatsApp including to verify your identity before registering your mobile phone number and verifying your subscriptions. Data or messaging rates may apply when receiving notifications via SMS or WhatsApp.

Section 5.02 We also send you Service notifications by other means (for example by in-product messages). You will find two important links on Dashboard

- (a) System Status: Click on it to know the real-time system status
- (b) System Notifications: Click on it to view all recent system notifications

Section 5.03 In case the product or service is not working as designed, before raising a service request please check the System Status and System Notifications.

## Article VI. Using Third-Party Apps and Services:

Section 6.01 The Products and Services may allow you to access or acquire products, Services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't YGROO) ("Third-Party Apps and Services"). Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may also allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your YGROO Account to any Third-Party Apps and Services. Any third-party terms do not modify these Terms. YGROO does not license any intellectual property to you as part of any Third-Party Apps and Services. You agree to assume all risk and liability arising from your use of these Third-Party Apps and Services and that YGROO is not responsible for any issues arising out of your use of them. YGROO is not responsible or liable to you or others for information or Services provided by any Third-Party Apps and Services.

## Article VII. Service Availability.

Section 7.01 The Products and Services, Third-Party Apps and Services, or material or products offered through XIMR.ONLINE (YGROO Products and Services) may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region. If you change the location associated with your XIMR account, you may need to re-acquire the material or applications that were available to you and paid for in your previous region. You agree not to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity in order to access or use such material or Services.

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Section 7.02 We strive to keep the Services up and running; however, all online Services suffer occasional disruptions and outages, and YGROO is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

## Article VIII. Updates to the Services and Changes to These Terms.

Section 8.01 We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services, close your XIMR.ONLINE account.

Section 8.02 Sometimes you will need software updates for your systems, browser and others to keep using the Services.

Section 8.03 Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to continue providing any old service for replacements. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

## Article IX. Software as a Service and Business Process as a Service:

Section 9.01 YGROO offers Services which include software applications and business processes to you on a Software as a Service and Business Process as a Service basis. YGROO does not license any software nor work on a work made for hire basis.

Section 9.02 You acknowledge, understand and agree that YGROO may use its own and/or may purchase third party licenses for products or Services that are necessary for YGROO to provide the Services to you. Such products may include, but are not limited to, server-side applications, clip art, "back-end" applications, stock images, or any other copyrighted work ("Third Party Content and Services"), which YGROO deems necessary to provide the Services to you. YGROO makes no warranty of any kind, whether express or implied, with regard to any Third Party Content and Services, products, or any software, equipment, or hardware obtained from third parties

Section 9.03 YGROO does not sell you any software nor work on a work made for hire basis, you may only use, on a limited, revocable, non-exclusive, non-sublicensable, non-transferrable basis our Services as Software as a Service ("SaaS") and Business Process as a Service ("BPaaS") during the period of your subscription. YGROO reserves all rights to the software and Intellectual Property Rights to all our work whether by implication, estoppel, or otherwise. This use of our Services does not give you any right to, and you may not:

- (a) Circumvent or bypass any technological protection measures in or relating to the software or Services.
- (b) Disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so.
- (c) Separate components of the software or Services for use anywhere other than YGROO platforms.
- (d) Publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless YGROO expressly authorizes you to do so.
- (e) Transfer the software, any of our Services or related work, or any rights to access or use the Services.
- (f) Use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network.
- (g) Enable access to the Services or modify any YGROO software or service or its output by unauthorized third-party applications.

## Article X. Payment Terms for Products and Services.

Section 10.01 If you purchase or subscribe (recurring purchase) to a Product or a Service or multiple Products or Services, then these payment terms apply to your purchase or subscription, and you agree to them.

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**Section 10.02 Charges:** If there is a charge associated with the purchase or subscription of any Products or Services, you agree to pay that charge in the currency specified when you make the purchase or subscription Online or Offline using Purchase / Subscription Orders. The charges stated for the Products and Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Applicable taxes are shown based on the residential address associated with your billing information. You are responsible for ensuring that this address is up to date and accurate. We may suspend or cancel the Products and Services if we do not receive an on time, full payment from you without further notice. Suspension or cancellation of the Products and Services for non-payment could result in a loss of access to and use of your XIMR.ONLINE Account. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those Services when you use a debit or credit card. Please contact your bank for details.

**Section 10.03 Your Billing Account.** To pay the charges for a Product or Service, you will be asked to provide a payment method (Credit Card, Debit card, PayPal OR Manual Invoicing) at the time you purchase or subscribe for that Service. Additionally, you agree to permit YGROO to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

**Section 10.04 Billing.** By providing YGROO with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize YGROO to charge you for the Products and Services using your payment method; and (iii) authorize YGROO to charge you for any paid feature of the Products Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

**Section 10.05 Performa Invoice, Tax Invoice, Electronic Statements and Errors.**

- (a) For all Products and Services YGROO that you purchase or subscribe and successfully pay for YGROO would issue you a Tax Invoice.
- (b) We also will provide you with an electronic billing statement under the "My Payments" in the user dashboard. This is the only billing statement that we provide.
- (c) For Offline Purchase or Subscriptions. Please make payments based on bank details provided, and upload proof of payment using the link provided and click on submit. Once we have successfully received and verified your payment you will receive a transaction conformation / enrolment confirmation notification.
- (d) If we make an error in billing, you must tell us within 90-days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund, unless otherwise required by law. If YGROO has identified a billing error, we will correct that error within 90-days. This policy does not affect any statutory rights that may apply.

**Section 10.06 Refund Policy.** Unless otherwise provided by law or by a particular Product and Service offer or with the exception of Trial Offers as detailed in Section 10.09 , all purchases and subscriptions are final and non-refundable. If you believe that YGROO has charged you in error, you must contact us within 90-days of such charge. No refunds will be given for any charges more than 90-days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion unless otherwise required by law. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. If you live in Taiwan or Israel, please note that according to the Consumer Protection Act and its relevant regulations, all purchases pertaining to digital content provided via intangible form and/or on-line Services are final and non-refundable when such content or service has been provided online. You are not entitled to claim any cooling off period or any refund.

**Section 10.07 Cancelling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service.

**Section 10.08 Free Trial Offers.** If you are taking part in any Free Trial offer, you may be required to cancel the purchase or subscription within the timeframe communicated to you when you accepted the offer from the date of your purchase or subscription to the Product and Service, to be eligible for a 100% refund. For offline purchases and subscriptions, the date of purchase / subscription would be the date of signing the Purchase Order / Subscription Order for the Product or Service.



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**Section 10.09 Promotional Offers / Free Services.** From time to time, YGROO may offer Services for free for a trial period. YGROO reserves the right to charge you for such Services (at the normal rate) if YGROO determines (in its reasonable discretion) that you are abusing the terms of the offer.

**Section 10.10 Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 30 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. Please note we are a Social Enterprise committed to making learning more Accessible, Affordable and Inclusive. As such it is our endeavour to offer you our Products and Services at prices that redefine price performance. However, there may be some exceptional circumstances which may require us to change prices. Our general annual price increases are limited to 10% and come into effect typically on 1<sup>st</sup> January. You will receive a price increase notification if applicable for the annual price increase in November of the previous month.

**Section 10.11 Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.

## Article XI. Contracting Entity, Choice of Law, & Location for Resolving Disputes.

**Section 11.01** You are contracting with, and all references to "YGROO" (YGROO, we, us) in these Terms mean, YGROO PTE LTD a company incorporated and registered in Singapore with company number 202007781W whose registered office is located at 51 Goldhill Plaza, #07-10/11, SINGAPORE 308900 (if you register from within Singapore and the rest of the world), or with our sister company YGROO DIGITAL PVT LIMITED, a company incorporated in India with company identification number U63040MH2006FTC163655 having its registered office at Him&Kays House #1 Powai Vihar, Powai, Mumbai 400076 (If you register from within India)

**Section 11.02** When you contract with YGROO PTE LTD, UEN: 202001476W, a company incorporated in Singapore having its registered office at 51 GOLDHILL PLAZA, #07-10/11, SINGAPORE (308900), Singapore law governs the interpretation of these Terms and claims for their breach, regardless of conflict of law principles. Subject to section 12.4 you and we irrevocably agree to the exclusive jurisdiction and venue of the Singapore courts for all disputes and claims ("Dispute") arising out of or relating to the YGROO Products and Services.

**Section 11.03** When you contract with YGROO DIGITAL PVT LIMITED Indian law governs the interpretation of these Terms and claims for their breach, regardless of conflict of law principles. Subject to section 12.04 you and we irrevocably agree to the exclusive jurisdiction and venue of the Mumbai courts for all disputes and claims ("Dispute") arising out of or relating to the YGROO Services when you register from within India.

**Section 11.04** In the event a Dispute arises out of or in relation to or in connection with the interpretation or implementation of these terms, you and we (the "Disputing Parties") shall attempt in the first instance to resolve such Dispute through amicable consultations between the Disputing Parties. If the Dispute is not resolved through such consultations within 15 (fifteen) business days from the date of such Dispute (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may, by notice in writing, refer the dispute to an arbitral tribunal as outlined here under.

- (a) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause; in case you have registered from within Singapore or from the rest of the world, excluding India and the contracting entity in YGROO PTE LTD. The Tribunal shall consist of one arbitrator appointed by YGROO. The language of the arbitration shall be English.

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- (b) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration to be held in Mumbai, except in case any breaches or actions wherein criminal proceeding may be initiated under IPC (Indian Penal Code) or The Information Technology Act, 2000, in which case the a grieved party may directly proceed to file a complaint or FIR (First Information Report) with the Powai Police Station or the Mumbai Police Cyber Crime Cell as appropriate, in case you have registered from within India and the contracting entity in YGROO DIGITAL PVT LIMITED. The Tribunal shall consist of one arbitrator appointed by YGROO. The language of the arbitration shall be English

## Article XII. Confidentiality and Publicity.

Section 12.01 You may use YGROO confidential Information only in connection with your use of the Products and Services as permitted under these Terms. You will not disclose YGROO Confidential Information during the Term or at any time during the 3 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of YGROO Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your use of the Products and Services.

Section 12.02 "YGROO Confidential Information" means all non-public information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. YGROO Confidential Information includes: (a) non-public information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. YGROO Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the YGROO Confidential Information.

## Article XIII. Indemnification.

Section 13.01 General. You will defend, indemnify, and hold harmless YGROO, our affiliates and partners, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Services; (b) breach of this Agreement or violation of applicable law (including submission of any incorrect or inaccurate Tax related Information) by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party summons or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

Section 13.02 Intellectual Property.

- (a) Subject to the limitations in Article 14, YGROO will defend you and your employees, officers, and directors against any third-party claim alleging that the Product and Services infringe or misappropriate that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.
- (b) Subject to the limitations in Article 14, you will defend YGROO, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.
- (c) Neither you or YGROO will have obligations or liability under Article 14 arising from infringement by combinations of the Product and Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, YGROO will have no obligations or liability arising from your or any End User's use of the Services after YGROO has notified you to discontinue such use. The remedies provided in Article 14 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.
- (d) For any claim covered by Section 14.02 (a), YGROO will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.



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- (e) Process. The obligations under Article 14 will apply only if the party seeking defence or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defence and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defence and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

## Article XIV. Warranties.

Section 14.01 YGROO, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YGROO DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.

Section 14.02 TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

Section 14.03 For users of our Services living in Australia: Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) To cancel your service contract with us; and
- (b) To a refund for the unused portion, or to compensation for its reduced value.
- (c) You are also entitled to choose a refund or replacement for major failures. If a failure with a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the service and to cancel the subscription for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the service.
- (d) For users living in New Zealand, you may have statutory rights under the New Zealand Consumer Guarantees Act, and nothing in these Terms is intended to affect those rights.

## Article XV. Limitation of Liability.

Section 15.01 If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from YGROO or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Product or Services fee for the month during which the loss or breach occurred (or up to USD\$10.00 if the Services are free).

Section 15.02 To the extent permitted by the applicable law, you can't recover any (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages in excess of the caps specified in section 16.01 above. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything, or any claims related to these Terms, the Services, or the software related to the Services.

Section 15.03 YGROO is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond YGROO's reasonable control (such as labour disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order, pandemics). YGROO will endeavour to minimize the effects of any of these events and to perform the obligations that aren't affected.

## Article XVI. Miscellaneous.

Section 16.01 This section, and those that by their terms apply after these Terms end will survive any termination or cancellation of these Terms.

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Section 16.02 To the extent permitted by applicable law, we may assign these Terms, subcontract our obligations under these Terms, or sub license our rights under these Terms, in whole or in part, at any time without notice to you.

Section 16.03 You may not assign these Terms or transfer any rights to use the Products and Services.

Section 16.04 This is the entire agreement between you and YGROO for your use of the Products and Services. It supersedes any prior agreements between you and YGROO regarding your use of the Products and Services.

Section 16.05 In entering into these Terms, you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance other than as expressly set out in these Terms.

Section 16.06 All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change.

Section 16.07 These Terms are solely for your and our benefit. These Terms are not for the benefit of any other person, except for YGROO's successors and assigns. Section headings are for reference only and have no legal effect.

## Article XVII. Claims Must Be Filed Within One Year.

Section 17.01 Any claim related to these Terms, or the Products and Services must be filed in court (or arbitration if section 12.04 applies) within one year of the date you could first file the claim, unless your local law requires a longer time to file claims. If not filed within that time, then it's permanently barred.

## Article XVIII. Export Laws.

Section 18.01 You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use.

## Article XIX. Reservation of Rights and Feedback.

Section 19.01 Except as expressly provided under these Terms, YGROO does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by YGROO or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to YGROO any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback"), you give to YGROO, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires YGROO to license its software, technologies or documentation to any third party because YGROO includes your Feedback in them.

## Article XX. Notices

Section 20.01 Any notice pursuant to these terms shall be in writing signed by (or by some person duly authorized by) you and may be served by sending it by e-mail at the following address [hello@ygroo.org](mailto:hello@ygroo.org)

## Article XXI. Specific terms of use for using Free and paid course

Service Terms: When you subscribe to YGROO LaaS you agree to the following:

Section 21.01 YGROO offers courses and content ("Content Offerings") from Learning & Development Organizations and other providers ("Content Providers"). While we seek to provide world-class Content Offerings from our Content Providers, unexpected events do occur. YGROO reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings, or any assignment, quiz, or other assessment, either solely, or in accordance with Content Provider instructions.

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Section 21.02 YGROO does not grant academic credit for the completion of Content Offerings. Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Content Offerings does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Content Offering unless you have earned a course certificate or other equivalent documentation of your completion of the Content Offering. YGROO, instructors, and the associated Content Providers have no obligation to have Content Offerings recognized by any educational institution or accreditation organization.

Section 21.03 Except as described in the Accredited programs section below, nothing in these Terms or otherwise with respect to your participation in any Content Offerings by Content Providers: (a) establishes any relationship between you and any Content Provider; (b) enrolls or registers you in any Content Provider institution, or in any Content Offering offered by any Content Provider institution; or (c) entitles you to use the resources of any Content Provider institution beyond participation in the Content Offering.

Section 21.04 Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. YGROO cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. YGROO disclaims any responsibility or liability related to your access or use of, or inability to access or use, such third party content

Section 21.05 YGROO makes available Free To Use Content Offerings which may have been sourced by third party under a Creative Commons license. You may not use such content commercially or for any other purpose other than learning and development.

Section 21.06 As a part of Pay Per Use Content Offerings YGROO may directly or through content providers offer accredited or non-accredited courses, some of which may result in Degrees, Diplomas, Certificates, or Micro Credentials.

Section 21.07 For these courses YGROO or our Content Providers serve as the distance education providers and determine admissions, refund, and graduation or completion policies and requirements. Nothing in these Terms shall restrict the applicability to you of any institutional policies established by our Content Provider in connection with these programs (e.g., student codes of conduct); such policies shall supplement these Terms and to the extent there is a conflict between such policies and these Terms, as between you and our Content Provider, our Content Provider's policies shall govern.

Section 21.08 Depending on the program, tuition and fee payments for these programs may be collected by YGROO or our Content Partners. Tuition and fees may vary based on location of users and other factors, and YGROO and its Content Partners reserve the right to change any tuition and fees for future semesters or equivalent payment periods at their sole discretion. You are encouraged to advise your users to research and consider whether the tuition and fees required for Content Offerings align with their professional and financial goals.

Section 21.09 Professional licensure, certification, and job requirements for various professions may vary in each state and country, and job requirements may vary by employer. YGROO does not guarantee licensure, certification or qualification for any profession or job on the basis of your User's completion of a Content Offering on the YGROO platform. You are advised to ask your users to research, understand and comply with the requirements in the applicable state and/or country in which you work or intend to work, and to investigate whether the Content Offering in which you intend to enrol meets your academic and/or professional needs before enrolling.