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a "Student," meaning that you have registered with UpGrad for a User ID and User Password (defined below), will complete the homework assignments and exams, and have enrolled in and access to services, content, and/or certification provided by UpGrad or its Educational Partners (defined below), attend or view lectures online and accessing final projects or assessments required for certification.

a contractor providing services to UpGrad or Students.

The term "User" refers to a Visitor, Student or Attendee.

You are authorized to use the Platforms only if you agree to abide by all applicable laws, rules and regulations and these Terms of Use.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE PLATFORMS OR THE ONLINE COURSES. UPGRAD'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE EXCLUSION OF ALL OTHER TERMS.

We reserve the right to change or modify these Terms of Use at our sole discretion at any time. Any change or modification to these Terms of Use will be effective immediately upon posting by UpGrad on a Platform. You are responsible for periodically reviewing the most up to date version of these Terms of Use.

Your continued use of the Platforms or Online Courses constitutes acceptance of any changes or modification made by us to these Terms of Use.

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UpGrad (herein referred to as "UpGrad") is an education services provider, involved in the conduct of various professional education programs, that lead to the award of certain Diplomas and Degrees (hereafter referred to as "Certification" or "Certificate"), upon a successful completion by the enrolled candidates.

UpGrad is by itself NOT a University, and the use of the term "UpGrad" is a coined term used as a brand name, for convenience purpose only and is not to mean or be interpreted as a University under any applicable Indian laws

Through the Site, UpGrad offers online courses, programs or other offerings in specific areas of study or on particular topics (each, a "Program"). UpGrad reserves the right to cancel, reschedule any Program or modify its content as well as the point value or weight of any assignment, exam or other evaluation of progress that may be provided in connection Programs offered are subject to the Agreements, including without limitation the Warranty Disclaimer and Limitation of Liability sections below.

You will not receive academic credit from UpGrad or any other Educational Partner for taking a Program. Admission to the degree programs of Educational Partner is separate from being accepted into and/or taking one or more

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if you are taking an Online Course or Program for academic credit or certification as a student of, or otherwise through, an Educational Partner, such as accredited universities and other educational institutions, corporate sponsors and non-profit foundations and institutions (each an "Educational Partner"), any such credit or certification may only be awarded directly by the Educational Partner based on its own policies and procedures, and you may be required by that Educational Partner to be registered or enrolled with the Educational Partner in order to receive credit or certification; and, in any event, UpGrad will not have any authority or responsibility with respect to any award of academic credit or certification provided by an Educational Partner for any Online Course;

you acknowledge that instructors of any Online Course will not be obligated to make any attempts to get the course recognized by any accredited or other educational institution; and you will abide by the User Conduct Policy listed below.

UpGrad may make certain Online Courses available to Students and Attendees in partnership with or on behalf of its Educational Partners, Your access to such Online Courses or Programs may be provided to you through your single User Account. You acknowledge and agree that any Online Course or Programs affiliated with an Educational Partner may be subject to terms, policies and procedures of the applicable Educational Partner in addition to UpGrad's Terms of Use. Without limiting the foregoing, if you are a student registered or enrolled at, or are otherwise attending, an Educational Partner and are taking an Online Course or Program for credit or certification through that Educational Partner, you acknowledge and agree that (a) the Educational Partner may have its own terms, policies or procedures regarding your eligibility to participate in the Online Course, your participation in the Online Course, the requirements or prerequisites for receiving credit or certification for the Online Course, and/or your educational or student records as they may relate to your participation and performance in the Online Course, and (b) your educational or student records are maintained by the Educational Partner, including for purposes of assigning credit or certification, and not UpGrad.

UpGrad and the instructors of the Online Courses reserve the right to alter, modify or rearrange the schedule of topics for the Online Courses, as well as the point value or weight of assignments, tests, quizzes, exams, projects and other such evaluations of progress. A Verified Certificate shall be awarded, in the sole discretion of UpGrad and the instructors for the Online Courses, to Students who have completed the course to the satisfaction of UpGrad. By attending the Online Courses, Students acknowledge that UpGrad and the instructors maintain the right and ability to adapt, modify or revise the Online Courses as UpGrad and the instructors deem appropriate.

**User Accounts and User Registration and Delivery of Services;**

Upon registration on the platform, UpGrad shall deliver your log in, password, UpGrad's Terms of use and email confirmation.

This shall be considered to be proof of successful enrolment into the program.

In order to participate in most Site activities, you must register for a personal account on the Site (a "User ID") by providing an email address and a password ("User Password") that is unique and entirely different from your User ID (collectively, a "User Account") for your User any additional information required herein or on the Site. Participants

of UpGrad live classes may not need to register for a User Account and UpGrad may provide such participants with separate necessary to register for and access UpGrad live classes (a "UpGrad Live Login Credential"). You agree that you will never divulge or share access or access information to your User Account Credential with any third party for any reason. You also agree that you will create, use, and/or access only one User Account or UpGrad Live Login Credential, and that you will not using any User Account or UpGrad Live Login Credential other than your own.

In setting up your User Account, you may be prompted or required to enter additional information the form of a survey or as part of the platform, including but not limited to your name and email address, address, occupation etc. . Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate, current and complete and that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Platforms and your enrollment in the Online Courses, or a Program, to the extent applicable.

You agree to notify us immediately upon becoming aware of or suspecting any unauthorized use of your User Account or UpGrad Live Login Credential. We will not be responsible for any damage arising from unauthorized access to your User Account or UpGrad Live Login Credential

In addition to the registration process, as part of your use of the Platforms or participation in Online Courses, or Programs, we may obtain certain information about you and your performance in the Online Courses or Programs. Some of this information may be personally identifiable information. We may use, maintain, and store this information to provide certain services to you now and in the future and may share such information with third parties in conjunction with such services. For example, as further detailed in our Privacy Policy, we may share certain materials or information about you with third parties, including your grades/scores in our classes.

Our Privacy Policy further explains how we treat information collected and received from you when you use the Online Courses or Programs. Our Privacy Policy is hereby incorporated into these Terms of Use by reference. Please read this policy carefully for disclosures relating to the collection, use, and disclosure of your personal information. By accepting these Terms of Use you are accepting our Privacy Policy.

The Platforms are available to any User. However, access to the Online Courses is restricted to Attendees or Students that have a registered User Account. By registering, you agree that:

You are registered for the course only once and will not set up multiple User Accounts; and you will abide by these Terms of Use.

Additional requirements apply to Students. As a Student, in addition to the points above, you agree that: You are registering with the intent to complete the assignments, if any, that are relevant and applicable to the Platform or Online Courses for which you have enrolled;

#### **User Conduct Policy**

To the extent you are registered or enrolled as a student in, or are otherwise attending, an Educational Partner or other institution with its own policy regarding student and/or employee conduct or an "honor code," those terms shall apply to you as a student and/or employee of such institution. Additionally, unless the following conflicts with such a policy or honor code, any User of the Online Courses or Programs agrees that he or she will abide by the User Conduct Policy as listed below:

THE FOLLOWING KINDS OF CONTENT ("PROHIBITED CONTENT") ARE STRICTLY PROHIBITED ON THE SITE:

Content that defames, harasses, discriminates against, harms or threatens others;

Content that discusses illegal activities, with the intent to commit them;

Content that infringes or misappropriates patent, trademark, trade secret, right of publicity, or other intellectual property rights of third parties;

Content that you do not have the right to disclose;  
Profane, pornographic, obscene, indecent or unlawful content;  
Advertising or any form of commercial solicitation;  
Content related to partisan political activities; and  
Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.  
that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;  
Fraudulent, indecent, or libelous or that defames, abuses, harasses, discriminates against or threatens others;  
That consists of any high volume, automated, or electronic means to access the Platforms (including without limitation robots, spiders or scripts);  
That violates the rights of other Users of the Platforms; or  
That violates any applicable local, state, national or international law or otherwise advocates or encourages any illegal activity.

As a condition of accessing the Platforms and/or using the Online Courses or Programs, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Online Courses or Programs other than as expressly allowed under these Terms of Use; (b) use UpGrad's name, trademarks, service marks, or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high volume, automated, or electronic means to access the Platforms (including without limitation robots, spiders or scripts); (d) frame the Platforms, place pop-up windows over its pages, or otherwise affect the display of its pages; (e) falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym or misrepresenting your affiliations with a person or entity, past or present; (f) force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Online Courses; or (g) interfere with or disrupt the Online Courses or Programs or servers or networks connected to the Online Courses or Programs, or disobey any requirements, procedures, policies or regulations of networks connected to the Online Courses or Programs.

The Students will not do the following activities:

- will not harass other Students, Attendees, Support Agents or Visitors;
- will not cheat on any homework assignment or exams for the Online Courses;
- will not post online any Secured Testing Materials (as defined below);
- will not share solutions to homework assignments or exams; and
- will notify the instructors immediately if he or she becomes aware of any other User cheating or breaching these Terms of Use.

and will comply with the requirements of the specific applicable code of conduct, if any, relating directly to a Program in which such User is enrolled.

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Without limiting the generality of the terms of the above, the following are types of uses that UpGrad expressly defines as falling outside of the definition of "non-commercial":

- the sale or rental of (i) any part of the Content, (ii) any derivative works based at least in part on the Educational Content, or (iii) any collective work that includes any part of the Educational Content;
- the sale of access or a link to any part of the Content without first obtaining informed consent from the buyer that the buyer is aware that the Content, or such part (thereof), is available at the Website free of charge;
- providing training, support, or editorial services that use or reference the Content in exchange for a fee;
- the sale of advertisements, sponsorships, or promotions placed on the Content, or any part thereof, or the sale of (advertisements, sponsorships, or promotions on any website or blog (containing any part of the Educational Material, including without limitation any "pop-up advertisements");
- the use of Content by a college, university, school, or other educational institution for instruction where tuition is charged; and
- the use of Content by a for-profit corporation or non-profit entity for internal professional development or training.

the use of Content for display/ upload/ making available at a place that is accessible to general public in any manner, including but not limited to any social media sites, video download sites, torrents

### **User Content**

The Online Courses may provide you with the ability to upload forum posts, chat with other Users, User discussions,

profile pages, and other content and media for social interaction, or certain information and materials for use with the Platforms or Online Courses, e.g., questions, hypotheticals, examples, etc. (collectively, "User Content"). UpGrad does not claim ownership of any User Content you may submit or make available for inclusion on the Platforms or Online Courses or Programs. Accordingly, subject to the license granted to UpGrad below, User will be the sole and exclusive owner of any and all rights, title and interest in and to the User Content.

Additionally, from time to time, UpGrad (or its third party service providers on behalf of UpGrad) may request Users to make subtitles or captions for, or translations of, Content such as lecture videos and other Educational Content, and submit such subtitles, captions, or translations to UpGrad through a UpGrad website/portal or the website/portal of UpGrad's service provider. In the event that UpGrad (or its service provider) makes such a request to you, UpGrad will grant to you a freely revocable, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and license to make such subtitles, captions or translations provided that you agree to submit such subtitles, captions or translations to UpGrad (or its applicable service provider), and such subtitles, captions and translations shall be considered User Content and subject to the license, representations, and warranties below (even if you fail to submit the subtitles, captions or translations to UpGrad); and further provided that, you acknowledge and agree that by creating or submitting any such subtitles, captions or translations, you shall not obtain any rights or license in or to UpGrad's and its affiliate's intellectual property, including but not limited to the Content, related materials, or any underlying content. For clarity, the foregoing license to make subtitles, captions or translations, if given, shall in no way expand or otherwise affect, expressly or impliedly, the terms of the License to use the Platform or Program or Content, and any such license is given under this section and not under the above section. Additionally, in the event that you use any tools or other services of UpGrad's service provider in order to make subtitles, captions or translations, you agree to comply with any terms and conditions imposed by such service provider in conjunction with such use.

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To the extent that you provide any User Content, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content and permit UpGrad to use such User Content as provided above, (b) such User Content is accurate and reasonably complete, (c) as between you and UpGrad, you shall be responsible for the payment of any third party fees related to the provision and use of such User Content, and (d) such User Content does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation or unfair business practices.

With respect to any submissions of User Content, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which you reside.

### **Cancellation Policy**

You may cancel your enrolment **at any time**.

### **Services Availability and Limitations**

You agree that UpGrad, in its sole discretion, may terminate your use of the Site or your participation in any Program,

for any reason or no reason, and that UpGrad shall not have any such action; provided, however, that if UpGrad terminates your participation in a Program other than for cause (including, without limitation, your failure to comply with any term of will receive a pro-rata refund of any fees you paid in connection with the Program. It is UpGrad's policy to terminate, under inappropriate circumstances, users of the Site who are violating the terms of use of Upgrad as stated hereunder.

UpGrad will not be required to provide you any service or engage in any activity (including but not limited to providing you Programs and/or credentials or acknowledgements relating believes that the service or activity may violate any applicable law or regulation. You further acknowledge that for the purpose of any Program your sole relationship with UpGrad is Agreements. Termination does not give rise to any right to any grievance or other resolution process for student disputes at UpGrad, or any other school, division, program of or associated with UpGrad. You agree that UpGrad has the right to cancel, delay, reschedule, or alter the format of any Program at any time. If you no longer use any Program or use the Site, you may terminate your participation upon notice to UpGrad. The rights granted to you hereunder will terminate upon any termination of your right to participation in a Program, but the other provisions of the Agreements will survive any such termination. You acknowledge and agree that UpGrad's services, including paid services and products, are not available at all times, and that certain usage limits may apply. You also understand that UpGrad, at its sole discretion, may limit, suspend, or terminate your use of all UpGrad-provided services related to UpGrad's programs, such as access to UpGrad coaches or support services, evaluation services, or certifications. You also understand that UpGrad may modify or discontinue all services related to its Programs at its sole discretion.

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You agree that UpGrad, in its sole discretion, may deactivate your account or otherwise terminate your use of the Platforms or Online Courses for any reason or no reason, including, without limitation, if UpGrad believes that you have (a) breached these Terms of Use; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted Unauthorized Content to the Platforms; or (d) violated or acted inconsistently with the letter or spirit of these Terms of Use or any applicable code of conduct. You agree that any deactivation or termination of your access to the Platforms or Online Courses may be effected without prior notice to you and that UpGrad shall not be liable to you nor any third party for any termination of your account or the Online Courses. You also acknowledge that UpGrad may retain and store your information on UpGrad's systems notwithstanding any termination of your account or the Online Courses.

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an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright or other intellectual property interest;



a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;

a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located on the Online Courses;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright or intellectual property, or its agent, or applicable law; and

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the product, work, copyright or intellectual property owner or authorized to act on such owner's behalf.

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Dr. Annie Besant Road,  
Worli, Mumbai - 400018  
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These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the Government of India, as it is applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any legal lawsuit or other action brought by UpGrad, you or any third party to enforce these Terms of Use, or in connection with any matters related to the Platforms or Online Courses, shall be subject only to the jurisdiction of the courts located Mumbai. UpGrad makes no representations that the Platforms operate (or are legally permitted to operate) in all geographic areas, or that the Platforms, or information, services or products offered through the Platforms are appropriate or available for use in other locations. Accessing the Platforms from territories where the Platforms, or any content or functionality of the Platforms or portions thereof, including but not limited to functionality discussed in the Privacy Policy, is illegal is expressly prohibited. If you choose to access the Platforms, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. UpGrad shall have no liability under these Terms of Use to the extent arising from any failure of UpGrad to perform any of its obligations under these Terms of Use due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labor disputes or any other event not within UpGrad's reasonable control. UpGrad shall not be

responsible for damage or other problems caused by any unauthorized change to these Terms of Use made by way of hacking or cracking this page.

The failure of UpGrad to exercise or enforce any right or provision of the Agreements shall not constitute a waiver of such right or provision. If any provision of the Agreements is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, to the extent that may lawfully be done, and the other provisions of these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and UpGrad relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Platforms by UpGrad or through a specific writing between you and UpGrad.

Any notice which may be required to be given to us under these Terms of Use may be sent to us by writing or emailing to the following addresses:

UpGrad,  
75, Ground Floor, Nishuvi  
Dr. Annie Besant Road,  
Worli, Mumbai - 400018  
Phone: 022 61562100  
Email: [customer-care@upgrad.com](mailto:customer-care@upgrad.com)

The section titles herein are displayed for convenience only and have no legal effect.

UpGrad may freely transfer or assign any portion of its rights or delegate its obligations under the Agreements. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Agreements without the prior written consent of UpGrad, and any attempted such transfer or assignment shall be void and of no effect.

Our Terms of Use were last updated on September 30, 2015.