

TERMS & CONDITIONS

Ardent Skill Hub

<https://skills.ardentcollaborations.com/>

About Our Company

1.1 <https://skills.ardentcollaborations.com/> (the "Site"), the courses available from the Site (the "Courses"), and the training services made available on or through the Site and the software (the "Services"), are owned, operated, and maintained, as applicable, by Ardent Skill Hub (hereinafter referred to as "we", "our", "us", or the "Company", as the case may be). The Site, Courses, and Services are, collectively referred to as the "Company Products". By (a) using or accessing the Company Products, including, but not limited to streaming, accessing or using the software; or (b) paying, either for itself or for someone else to use or access the Company Products, you agree to the terms or conditions set forth in these terms of use (the "Terms").

1.2 THESE TERMS, UNLESS THE SAME HAS BEEN SPECIFICALLY EXCLUDED BY ANY OTHER INSTRUMENT TO WHICH THE COMPANY AND/OR AN USER ARE SUBJECT TO, INCLUDING THIS INTRODUCTORY SECTION, CREATE A BINDING LEGAL CONTRACT BETWEEN YOU AND THE COMPANY. BY USING THE COMPANY PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT USE - AND ARE NOT AUTHORIZED TO USE - ALL OR ANY PORTION OF THE COMPANY PRODUCTS.

1.3 For the purposes of the Terms, The term "User(s)/You" shall mean and include all persons, natural or artificial, that visit the Site including those that have agreed to become registered users on the Site by providing registration data while registering on the Site as registered users accessing the Company Products through the Website. If you are a parent, guardian, or other natural person who enables a child to access the Company Products, you agree to stand in the shoes of such child for the purposes of making us whole in case of damages or indemnification that could properly lie against a child, if not for his or her age. This Site is intended for use by a natural person only if such natural person is 13 (Thirteen) years of age or older.

1.4 If you are using or opening an account to use the Company Products on behalf of a company, entity or organization (each a "Subscribing Entity"), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to these Terms, and (ii) agree to be bound by these Terms on behalf of such Subscribing Entity.

Privacy

2.1 Any personal information submitted in connection with your use of the Site is subject to our Privacy Policy which is available at <https://skills.ardentcollaborations.com/privacy> the terms of which are hereby incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices.

2.2 The User may obtain certain confidential information, including without limitation, technical, contractual, product, pricing and other valuable information that should reasonably be understood as confidential ("Confidential Information"). The User acknowledges and agrees to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in the Company. The User's obligations regarding Confidential Information will survive the termination of these Terms of Use in accordance with the clause on 'Termination' below. The User agrees that its obligations under this clause is necessary and reasonable in order to protect the Company's business and expressly agrees that monetary damages would be inadequate to compensate for any breach of any covenant or agreement set forth herein. Accordingly, the User agrees and acknowledges that any such violation or threatened violation will cause irreparable harm and injury to the Company and that, in addition to any other remedies that may be available, in law, equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of these terms or the continuation of any such breach.

General

3.1 The Company Products enable the Users to learn via live and recorded instruction, tutoring, and learning services through our proprietary Software. The Services include, without limitation, facilitating and hosting Courses, and taking feedback from Users.

3.2 You understand and agree that these Terms are agreed to in consideration of your use of the Company Products and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

3.3 Changes to these Terms. Company reserves the absolute right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Site. Any revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. You should visit this page regularly to ensure your continued acceptance of these Terms. Your continued use of the Company Products after any revision to these Terms constitutes your binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this section, no revisions to these Terms will apply to any dispute between you and the Company that arose prior to the date of such revision.

3.4 Evolving Nature of Services. The Company Products are new and subject to change at any time. We are continually looking to improve the Company Products but if you are at any time dissatisfied with the Company Products, then your sole remedy is to discontinue use of the Company Products.

3.5 Electronic Notices. By using the Company Products or communicating with us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Company Products. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Site or sending an email to you.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against Ardent Skill Hub must be resolved by a court having jurisdiction in West Bengal, India. You agree to submit to the personal jurisdiction of the courts located within West Bengal, India, for the purpose of litigating all such claims or disputes.

This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

Cancellation & Refunds

Customers can initiate the cancellation within 2 days of course enrollment date and once the cancellation is processed from our end, the refund will usually take 4-5 business days from the date of cancellation. Subsequently, the refunded amount will reflect in customer's account in 24-48 hours depending upon your bank. What are the Order Cancellation Charges? There are no order cancellation charges.

Connectivity Costs and Equipment

4.1 You are solely responsible for all service, internet, telephony and/or other fees and costs associated with your access to and use of the Company Products, including, but not limited to, any data charges imposed by a wireless carrier or Internet service provider, and for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

4.2 The Company uses internally developed systems for making the Company Products available to the User. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, the Company continually enhances and improves these systems in order to accommodate the level of use of the Site. The Company may also add additional features and functionality to the Company Products that might result in the need to develop or license additional technologies. Increased utilization of the Site or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. The User agrees that the Company shall not be liable to the User or to any third party claiming through the User for any such failures

contemplated herein.

Fees and Taxes

5.1 Accessing the Site and browsing Courses is free of cost. Company however reserves the right to change its fee policies at any time in its sole discretion, including charging for access to the Site, but no fee change will be binding upon you until you agree to such fee changes.

General Disclaimer

6.1 We have no mechanism to control comments/discussions posted on the Site and, as such, we cannot guarantee in any manner the reliability, validity, accuracy or truthfulness of such contents. You also understand that by using the Site you may be exposed to Submitted Contents which you may consider offensive, indecent, or objectionable. You hereby agree to indemnify and hold the Company harmless from and against any and all claims, notices and actions that you may have arising out of your access or use of any Submitted Content.

6.2 Those who choose to access or use the Company Products from other locations, including from outside India, may do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to or use of the Company Products from jurisdictions where the contents or practices of the Company Products are illegal, unauthorized or penalized is strictly prohibited.

Conduct

7.1 You shall only access the Company Products 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 Company Products. You agree not to use the Company Products 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. You assume any and all risks from any meetings or contact between you and any Instructors or other Users of Company Products. You should be careful before meeting any Instructor or other User in person and should only do so in public. Remember to always be safe.

Specific Obligations of Users using the Site

8.1 As a User, you agree that:

8.1.1 You have read, understood, and agree to be bound by the pricing information (see the Pricing section below) before using the Site or registering for a Course.

8.1.2 If you are under the age of 18 (Eighteen), you have obtained parental or legal guardian consent before using the Site, or registering for a Course.

8.1.3 You also agree that you will not do any of the following on or through the Company Products.

8.1.3.1 upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise).

8.1.3.2 post any inappropriate, offensive, racist, hateful, sexist, sex-related, false, misleading, infringing, defamatory or libelous content.

8.1.3.3 manipulate or interfere with the Company Products; and

8.1.3.4 reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from or otherwise use and exploit any Submitted Content or other content obtained from any Company Products without our express written permission or the permission of the Company.

Registration and Identity Protection

9.1 To use certain Company Products, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account, username, and password (collectively, the “Account”) and for all activities and liabilities associated with or occurring under your Account. 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 Course. 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. However, you agree that you will be liable for any losses incurred by us or another party due to any use of your Account, excluding only uses following your notification to us of unauthorized access to your Account.

9.2 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 (i) the online conduct of such User; (ii) controlling the User's access to and use of the Services; and (iii) the consequences of any misuse.

9.3 For additional information on how we use your information, please see our Privacy Policy.

Accuracy of Account Information

10.1 In consideration of your use of Company Products, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by Company's registration form (such information being “Your Data”), (b) maintain and promptly update Your Data to keep it true, accurate, current and complete; and (c) comply with these Terms. If you provide any information that is untrue, inaccurate, not current, incomplete or misleading, or if we believe that such information is untrue, inaccurate, not current incomplete or misleading, then we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Company Products, without any liability to you.

User and Submitted Content

11.1 Any materials, information, communications or ideas that you upload, communicate or otherwise transmit or post to us on or through Company Products (the “Submitted Content”) will be treated as non-confidential and subject to the license below, and may be reproduced, distributed, publicly performed, publicly distributed, communicated to the public, and otherwise used and exploited by us for any purpose related to the delivery, marketing, promoting, demonstrating or operating the Company Products, including, but not limited to, for quality control, redistribution or display to Users, and professional development.

Copyright

12.1 You acknowledge that the software, the technology underlying the Services, and all other software, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, and other data or copyrightable materials, including the selection and arrangements thereof, provided or made available to you in connection with the Company Products (collectively, the “Company Content”) are the proprietary property of Company and its affiliated and/or third party providers and suppliers (the “Third Parties”)

12.2 You agree that any and all material displayed on the Site is solely for your personal use and you shall not, whether directly or indirectly, copy, reproduce, republish, post, upload, transmit or distribute such material in any manner and through any media including by way of e-mail or other electronic means and shall not assist any other person in doing so. Modification of the said materials or use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited. Unless otherwise specified, when any content is downloaded to your computer, you do not obtain any ownership interest in such content or any use of the content for any other purpose. The Company reserves all rights not expressly granted to you.

12.3 All services rendered by you as a part of this agreement are works made for hire. Company shall have exclusive and sole ownership on the intellectual property developed by us as a part of this agreement. The entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world shall vest with Company with respect to the works pursuant to this agreement.

Other Prohibited Uses

13.1 In using the Company Products, you further agree not to:

13.1.1 Upload or otherwise transmit to or through the Services any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including by incorporating any such material in Submitted Content;

13.1.2 Upload or otherwise transmit to or through the Services any unlawful, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Company Products or computers of any kind.

13.1.3 Create a false identify or impersonate another person or entity in any way.

13.1.4 Restrict, discourage or inhibit any person from using the Company Products, disclose personal information about a third person on or through Company Products or obtained from Company Products without the consent of such person or collect information about Users of the Company Products;

13.1.5 Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Company Products or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the authorized features of the Company Products, or by law, or otherwise attempt to use or access any portion of the Services other than as intended by Company;

13.1.6 Gain unauthorized access to the Services, to other Users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services;

13.1.7 Reproduce, distribute, publicly display, publicly perform, communicate to the public, sell, trade, resell or exploit any portion of the Company Products, use of the Company Products, access to the Company Products or content obtained through the Company Products, for any purpose other than expressly permitted by these Terms, including, by way of example and not limitation, by doing or engaging in any of the following without Company's express written consent;

13.1.8 framing, embedding and/or passing off Submitted Content obtained from the Company Products in such a manner as to present them as originating from a source other than the Company Products;

13.1.9 copying, caching or reformatting any Submitted Content for commercial purposes in any manner whatsoever, whether by copying to physical or electronic media for purposes of buffering delivery or converting transmissions from the Company Products to alternative delivery formats;

13.1.10 altering, defacing, mutilating or otherwise bypassing any approved software through which the Company Products are made available; and using any trademarks, service marks, design marks, logos, photographs or other content belonging to Company or obtained from the Company Products;

13.1.11 Post, transmit or otherwise make available 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 Company Products or communications equipment and computers connected to the Company Products;

13.1.12 Remove, disable, damage, circumvent or otherwise interfere with any security-related features of the Company Products, features that prevent or restrict the use or copying of any part of the Company Products or any content accessible on or through Company Products, or features that enforce limitations on the use of the Company Products or any content accessible on or through Company Products;

13.1.13 Use any scraper, spider, robot or other automated means of any kind to access the Company Products, except and solely to the extent permitted by these Terms and the features of the Company Products, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site or Services;

13.1.14 Interfere with or disrupt the Company Products, networks or servers connected to the Company Products or violate the regulations, policies or procedures of such networks or servers;

13.1.15 Violate any applicable federal, state or local laws or regulations or these Terms; and

13.1.16 Assist or permit any persons in engaging in any of the activities described above.

Refund / Swap / Batch-shift

14.1 We offer users a three (3)-day, no-question-asked money back guarantee on all courses, the refund will usually take 3-4 business days from the date of cancellation. Subsequently, the refunded amount should reflect in customer's account in 2-3 business days depending upon your bank and holidays.

14.2 The refund should be claimed within 3 days of registration.

14.3 No such request will be entertained after 3 days.

14.4 The 3-day, No Question Refund policy stands null in following scenarios:

14.5.1 Any kind of content is downloaded from Ardent's learning management system.

14.5.2 If you watch more than 2 class recordings from Ardent's learning management system.

14.6 If we believe that you are abusing our refund policy, it will be our sole discretion to suspend or terminate your account and refuse or restrict any and all current or future use of company products, without any liability to you.

14.7 Company reserves the absolute rights to revise these terms without prior notice to you other than by posting revised terms on the website.

14.9 To request a refund, please email accounts@skills.ardentcollaborations.com.

14.10 There are limited seats (Batch-shift Quota) available in any Live-online class for learners availing Batch-shift option. Ardent Skill Hub may not be able to accommodate certain batch shift requests in case of unavailability of seats in Batch-shift Quota. In such cases, Ardent Skill Hub will provide options to join other batches where seats are available.

14.11 Learners can avail batch shift option ONLY once in every 3 months from start of previous batch where learner attended a class.

14.12 Batch shift option will be available only after 15 days from the start of previous batch.

Procedure for Reporting Claimed Infringement

15.1 If you believe that any content made available on or through the Company Products has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" containing the following information to the Company address. Your communication must include substantially the following:

15.2 A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

15.3 Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;

15.4 Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;

15.5 Information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

15.6 A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

15.7 A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Links

16.1 As you use the Company Products you may notice links to third-party websites ("Third Party Sites"). This may include Instructors sending links to Third Party Sites and/or causing Third Party Sites (such as study resources or online education pages) to pop-up for your review. These links are for convenience only. If you use these links, you will leave the Site. Certain of these Third-Party Sites may make use of Company proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from Company. Company is not responsible for the availability or content of these Third Party Sites or for any viruses or other damaging elements encountered in linking to a Third Party Site, whether or not Company is affiliated with the owners of such Third Party Sites. In addition, the provisioning of these links to Third Party Sites is not an endorsement or approval by Company of the organizations sponsoring such Third Party Sites or their products or services, and you may be subjected to offensive, harmful, or damaging content on such Third Party Sites. These Terms do not apply to Third Party Sites, and you should review applicable terms and policies, including any relevant privacy policies, associated with any Third Party Sites, applications, software or services.

16.2 YOU AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS YOU MAY HAVE ON OR THROUGH A THIRD PARTY SITE OR AS THE RESULT OF THE PRESENCE OF ANY CONTENT OR ADVERTISING ON THE THIRD PARTY SITES.

Disclaimer; Warranty Disclaimer

17.1 YOU UNDERSTAND THAT WHEN USING THE COMPANY PRODUCTS, PARTICIPATING IN A COURSE, OR ACCESSING COMPANY CONTENT OR SUBMITTED CONTENT, YOU MAY BE EXPOSED TO PRODUCTS, PHOTOGRAPHS, MUSIC, ARTWORK, MESSAGES, AND OTHER MATERIALS FROM A VARIETY OF SOURCES, AND THAT COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, SAFETY OF OR RELATING TO SUCH PRODUCTS, CONTENT OR MATERIALS. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO PRODUCTS, CONTENT OR MATERIALS THAT MAY BE INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST COMPANY WITH RESPECT THERETO.

17.2 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, AN EMPLOYEE OR REPRESENTATIVE OF COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. COMPANY AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF, OR ANY PRODUCTS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR

OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE COMPANY PRODUCTS, ANY ASSOCIATED SITES OR APPLICATIONS, AND ANY THIRD PARTY SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE COMPANY PRODUCTS) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

Limitation of Liability

18.1 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, OR ANY OTHER CONTRACTORS OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF OR RELATING TO THE USE, OR THE INABILITY TO USE, THE COMPANY CONTENT, THE COMPANY PRODUCTS, COURSES, SUBMITTED CONTENT OR ANY PORTION THEREOF, EVEN IF WE OR AN AUTHORIZED REPRESENTATIVE OF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE COMPANY PRODUCTS, COMPANY CONTENT, SERVICES OR SUBMITTED CONTENT OR ANY PORTION THEREOF RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY AND ALL COSTS THEREOF. IN NO EVENT SHALL COMPANY OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU THAT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF COMMISSIONS COMPANY HAS RECEIVED AS A RESULT OF YOUR USE OF COMPANY PRODUCTS IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

Indemnification

19.1 You agree to indemnify, defend and hold harmless us, and our affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers (including our affiliates' respective officers, directors, agents, partners, employees, licensors, representatives, and third party providers), from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of any content you submit, post to, email, or otherwise transmit to us or through the Site or Services, your use of the Company Products, the Company Content or any portion thereof, your connection to the Site or Services, or your breach of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with such defense and in asserting any available defenses.

Modification of Services

20.1 We may add, change or eliminate features, pricing, nomenclature and other aspects of the Company Products and make other changes at any time and these Terms will continue to apply to the Company Products as modified. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Company Products (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuance of all or any portion of the Company Products.

Dispute Resolution

21.1 **Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND COMPANY AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO COURT) IN ACCORDANCE WITH THE INDIAN ARBITRATION AND CONCILIATION ACT, 1996, AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE COMPANY PRODUCTS.**

21.2 There shall be one (1) arbitrator appointed mutually by the Company and You and the seat of the arbitration shall be Kolkata India. The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

21.3 These Terms shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Kolkata shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with these Terms.

Termination of Services; Termination of Agreement

22.1 We may terminate your use of the Company Products immediately without notice for any breach by you of these Terms, or any of our applicable policies as posted on the Site from time to time or for breach of applicable laws. Furthermore, we may terminate your rights to use the Company Products for any other reason or no reason.

22.2 In the event of termination or expiration of these Terms, the following sections of these Terms shall survive: all provisions regarding ownership of intellectual property, disclaimer; warranty disclaimer, limitation of liability, dispute resolution, any other provisions of these Terms which, by their nature, apply after termination, and the miscellaneous provisions below. You agree that upon the termination, we may delete all information related to you on the Services and may bar your access to and use of the Company Products. Upon the termination you will immediately destroy any downloaded or printed Company Content.

22.3 You are free to terminate your use of the Company Products at any time. You can simply choose to stop visiting or using any aspect of the Company Products. If you wish to terminate your account on the Site or with the Services, you may do so by sending an e-mail to accounts@skills.ardentcollaborations.com or using any other account termination functionality that may be offered through the Company Products.

Monitoring

23.1 All electronic communications and content presented and/or passed to the Company, including that presented and/or passed from remote access connections, may be monitored, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of the Company in the exercise of their duties, or by law enforcement authorities who may be assisting the Company in investigating possible contravention/non-compliance with applicable laws. Electronic communications and content may be examined by automated means. Further, the Company has the right to reject, at its sole discretion, from the Site any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of the Company. The Company shall not be under any obligation to furnish any clarifications or answers in the event it so rejects any content posted by the User. However, the Company has full authority to review the content posted by Users on the Site.

Miscellaneous

24.1 Entire Agreement. These Terms and any policies applicable to you posted on the Site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. All rights not expressly granted in the Terms are expressly reserved. These Terms shall inure to our benefit and to the benefit of our agents, licensors, licensees, successors, and assigns.

24.2 Severability. If any provision of these Terms is found to be illegal, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

24.3 Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

24.4 Notice. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

24.5 No Agency. Nothing in these Terms shall be construed as making either party the partner, joint venture partner, agent, legal representative, employer, contractor or employee of the other. Neither the Company nor any other party to

this Terms shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound.