

## **JBS Academy Private Limited Terms and Conditions**

Welcome to the JBS Academy Private Limited's terms and condition. These terms and conditions ("Terms and Conditions"), are between JBS Academy Private Limited and you, (hereinafter referred to as "You" or "Your" or "User(s)"). By accessing our website [object Object] ("Website") and/or our app 'JBS Academy Private Limited Educate' and/or 'JBS Academy Private Limited Learners' ("Apps"), Website and Apps together shall be referred to as "JBS Academy Private Limited Platform", you agree to be bound by the provisions of these Terms and Conditions.

Please read these Terms and Conditions, along with the Privacy Policy and all other rules and policies made available or published on JBS Academy Private Limited Platform as they shall govern your use of the JBS Academy Private Limited Platform. By using or visiting the JBS Academy Private Limited Platform or any JBS Academy Private Limited software, data feeds, and service provided to you on, from, or through the JBS Academy Private Limited Platform, you signify your agreement to (1) these "Terms and Conditions", (2) JBS Academy Private Limited's Privacy Policy and any other terms that are updated from time to time. If you do not agree to any of these terms, please do not use the JBS Academy Private Limited Platform.

### **Who May Use our Services**

You may use our Services only if you can form a binding contract with JBS Academy Private Limited, and only in compliance with these Terms and all applicable laws. When you create your JBS Academy Private Limited account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete.

### **Our License to You**

Subject to these Terms and our policies (including the Acceptable Use Policy, Honor Code, and course-specific eligibility requirements, and other terms), we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain JBS Academy Private Limited's written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by JBS Academy Private Limited, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

### **Account**

You need an account for most activities on our platform, including to purchase and enroll in a course or to submit a course for publication. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.

You may not share your account login credentials with anyone else. You are responsible for what happens with your account and JBS Academy Private Limited will not intervene in disputes between students or instructors who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our [Support Team](#). We may request some information from you to confirm that you are indeed the owner of your account.

## **No Academic Credit**

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Content Offering 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 Offerings unless you have earned a Course Certificate or other equivalent documentation of your completion of the Content Offerings. JBS Academy Private Limited, instructors, and the associated Content Providers have no obligation to have Content Offerings recognized by any educational institution or accreditation organization.

## **Content and Behavior Rules**

You can only use JBS Academy Private Limited for lawful purposes. You're responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, courses and other content you upload in line with our [Trust & Safety Guidelines](#) and the law, and respect the intellectual property rights of others. We can ban your account for repeated or major offenses. If you think someone is infringing your copyright on our platform, let us know.

You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behavior on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.

You may not access our Services if you are from a territory where U.S. businesses are prohibited from engaging in business (such as Cuba, Iran, North Korea, Sudan, or Syria) or if you have been designated a Specially Designated National, Denied Person, or Denied Entity by the U.S. government. Further, you agree not to upload any content or technology (including information on encryption) whose export is specially controlled under the Export Administration Regulations or other applicable regulations.

If you are a student, the Services enable you to ask questions to the instructors of courses you are enrolled in, and to post reviews of courses. For certain courses, the instructor may invite you to submit content as "homework" or tests. Don't post or submit anything that is not yours.

If you are an instructor, you can submit courses for publication on the platform and you can also communicate with the students who have enrolled in your courses. In both cases, you must abide by the law and respect the rights of others: you cannot post any course, question, answer, review or other content that violates applicable local or national laws or regulations of your country. You are solely responsible for any courses, content, and actions you post or take via the platform and Services and their consequences. Make sure you understand all the copyright restrictions set forth in the [Instructor Terms](#) before you submit any course for publication on JBS Academy Private Limited. course for publication on JBS Academy Private Limited.

If we are put on notice that your course or content violates the law or the rights of others (for example, if it is established that it violates intellectual property or image rights of others, or is about an illegal activity), if

we discover that your content or behavior violates our [Trust & Safety Guidelines](#), or if we believe your content or behavior is unlawful, inappropriate, or objectionable (for example if you impersonate someone else), we may remove your content from our platform. JBS Academy Private Limited complies with copyright laws. Check out our [Intellectual Property Policy](#) for more details.

JBS Academy Private Limited has discretion in enforcing these Terms and our [Trust & Safety Guidelines](#). We may terminate or suspend your permission to use our platform and Services or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities, or for any other reason in our sole discretion. Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

If one of our instructors has published a course that infringes your copyright or trademark rights, please let us know. Our [Instructor Terms](#) require our instructors to follow the law and respect the intellectual property rights of others. For more details on how to file a copyright or trademark infringement claim with us, see our [Intellectual Property Policy](#).

## **Access, Permissions and Restrictions**

JBS Academy Private Limited hereby grants you permission to access and use the JBS Academy Private Limited Platform as set forth in these Terms and Conditions, provided that:

1. You agree not to distribute in any medium any part of the JBS Academy Private Limited Platform or the content without JBS Academy Private Limited's prior written authorization.
2. You agree not to alter or modify any part of the JBS Academy Private Limited Platform.
3. You agree not to access content of any other User through any technology or means other than the video playback pages of the JBS Academy Private Limited Platform itself.
4. You agree not to use the JBS Academy Private Limited Platform for any of the following commercial uses unless you obtain JBS Academy Private Limited's prior written approval:
  - the sale of access to the JBS Academy Private Limited Platform;
  - the sale of advertising, sponsorships, or promotions placed on or within the JBS Academy Private Limited Platform or content; or
  - the sale of advertising, sponsorships, or promotions on any page or website that provide similar JBS Academy Private Limited Platform as that of JBS Academy Private Limited.
1. You agree to receive installs and updates from time to time from JBS Academy Private Limited. These updates are designed to improve, enhance and further develop the JBS Academy Private Limited Platform and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit JBS Academy Private Limited to deliver these to you) as part of your use of the JBS Academy Private Limited Platform.
2. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the JBS Academy Private Limited Platform in a manner that sends more request messages to JBS Academy Private Limited's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, JBS Academy Private Limited grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating

publicly available searchable indices of the materials, but not caches or archives of such materials. JBS Academy Private Limited reserves the right to revoke these exceptions either generally or in specific cases at any time with or without providing any notice in this regard. You agree not to collect or harvest any personally identifiable information, including account names, from the JBS Academy Private Limited Platform, nor to use the communication systems provided by the JBS Academy Private Limited Platform (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any Users of the JBS Academy Private Limited Platform with respect to User Content.

3. You may post reviews, comments and other content; send other communications; and submit suggestions, ideas, comments, questions or other information as long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringement of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any other form of spam. Further, you give JBS Academy Private Limited limited, royalty free, worldwide, non-exclusive license to use the User Content and communication in developing its JBS Academy Private Limited Platform and in any of its marketing or promotional activities.
4. In your use of the JBS Academy Private Limited Platform, you will at all times comply with all applicable laws and regulations.
5. JBS Academy Private Limited reserves the right to discontinue any aspect of the JBS Academy Private Limited Platform at any time with or without notice at its sole discretion.

## **Content Use**

In addition to the general restrictions mentioned above, the following limitation and conditions shall apply to your use of the Content.

1. JBS Academy Private Limited Content utilized on the JBS Academy Private Limited Platform which shall include but not be limited to trademarks, service marks and logos ("Marks"), process, images, software, graphics are owned by or licensed to JBS Academy Private Limited and subject to copyright and other intellectual property rights under the law.
2. User Content is provided to you on an AS IS basis. You may access Content for your information and personal use solely as intended through the provided functionality on the JBS Academy Private Limited Platform and as permitted under these Terms and Conditions. You shall not download any User Content unless you see a "download" or similar link displayed by JBS Academy Private Limited on the JBS Academy Private Limited Platform for that User Content. You shall not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any User Content for any other purposes other than as provided herein without the prior written consent of JBS Academy Private Limited or the respective licensors of the User Content. JBS Academy Private Limited and its licensors reserve all rights not expressly granted in and to the JBS Academy Private Limited Platform and the User Content.
3. You agree not to circumvent, disable or otherwise interfere with security-related features of the JBS Academy Private Limited Platform or features that prevent or restrict use or copying of any User Content or enforce limitations on use of the JBS Academy Private Limited Platform or the User Content therein.
4. You understand that when using the JBS Academy Private Limited Platform, you will be exposed to User Content from variety of sources and by different Users, and that JBS Academy Private Limited is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is 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 JBS Academy Private Limited with respect

thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless JBS Academy Private Limited, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the JBS Academy Private Limited Platform.

## **Content and Conduct**

1. As an JBS Academy Private Limited User, you may submit User Content on the JBS Academy Private Limited Platform, including videos and User comments. You understand that JBS Academy Private Limited does not guarantee any confidentiality with respect to any User Content you submit.
2. You shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content on the JBS Academy Private Limited Platform. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the User Content that you submit; and you grant limited license to JBS Academy Private Limited to all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for publication on the JBS Academy Private Limited Platform pursuant to these Terms and Conditions for the duration the said User Content is available on JBS Academy Private Limited Platform.
3. For clarity, you retain your ownership rights in your User Content. However, by submitting User Content to JBS Academy Private Limited, you hereby grant JBS Academy Private Limited a limited, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, display, publish, make available online or electronically transmit, the User Content in connection with the JBS Academy Private Limited Platform and JBS Academy Private Limited's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the JBS Academy Private Limited Platform in any media formats and through any media channels. You also hereby grant each User of the JBS Academy Private Limited Platform a limited, non-exclusive license to access your User Content through the JBS Academy Private Limited Platform. The above licenses granted by you in the User Content you submit to the JBS Academy Private Limited Platform terminate within a commercially reasonable time after you request JBS Academy Private Limited to remove or delete your videos from the JBS Academy Private Limited Platform provided you pay the mutually agreed amount that JBS Academy Private Limited incurred in providing the JBS Academy Private Limited Platform to you. You understand and agree, however, that JBS Academy Private Limited may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in User comments and testimonial you submit are perpetual and irrevocable.
4. You further agree that User Content you submit on the JBS Academy Private Limited Platform will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant JBS Academy Private Limited all of the license rights granted herein.
5. Furthermore, you confirm that the User Content uploaded by you is not:
  1. False, inaccurate or misleading;
  2. Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
  3. Violate any law, statute, ordinance or regulation;
  4. defamatory, unlawfully threatening or unlawfully harassing;
  5. obscene or contain pornography.
6. Contain any viruses, trojan horses, worms, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You understand and confirm that you shall not during your use of the JBS Academy Private Limited Platforms at any time post or publish any content, comments or act in any way which will amount to harassment of any other User, whether a learner or an educator. If at any given point it comes to the notice of JBS Academy Private Limited that you are engaged in any kind of harassment of other Users, then in such a case you agree that JBS Academy Private Limited shall have the sole right to suspend/terminate your account with immediate effect and without any notice of such suspension or termination and we also reserve the right in our sole discretion to initiate any legal proceedings against you in such cases.

6. JBS Academy Private Limited at its sole discretion may process any audio or audio-visual content uploaded by you to the JBS Academy Private Limited Platform to confirm if the same is in accordance with the JBS Academy Private Limited internal quality requirements and is compatible with the JBS Academy Private Limited Platform.
7. JBS Academy Private Limited does not endorse any User Content submitted on the JBS Academy Private Limited Platform by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and JBS Academy Private Limited expressly disclaims any and all liability in connection with User Content. JBS Academy Private Limited does not permit copyright infringing activities and infringement of intellectual property rights on the JBS Academy Private Limited Platform, and JBS Academy Private Limited will remove all User Content if properly notified that such Content infringes on another's intellectual property rights. JBS Academy Private Limited reserves the right to remove User Content without prior notice if it has reason to believe that the User Content infringes any copyright.

## **Feedback**

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, JBS Academy Private Limited does not waive any rights to use similar or related Feedback previously known to JBS Academy Private Limited, developed by its employees or contractors, or obtained from other sources.

## **Security**

We care about the security of our users. While we work to protect the security of your account and related information, JBS Academy Private Limited cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing [security@JBS Academy Private Limited.org](mailto:security@JBS Academy Private Limited.org).

## **Third Party Content**

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. JBS Academy Private Limited 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. JBS Academy Private Limited disclaims any responsibility or liability related to your access or use of, or inability to access and use, such third party content.

## Copyright and Trademark Policy

JBS Academy Private Limited respects the intellectual property rights of our users, Content Providers, and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the JBS Academy Private Limited Copyright and Trademark Policy in accordance with applicable law, including the Digital Millennium Copyright Act.

## Education Research

JBS Academy Private Limited is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the Content Offerings. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

## CERTIFICATES AND OTHER PRODUCTS & SERVICES

### Generally.

From time to time, JBS Academy Private Limited and the colleges, universities, and other institutions providing courses and programs on the JBS Academy Private Limited Site (collectively, the "Members") may offer services and products for a fee (for example, course and program certificates). For anything that you choose to purchase on the JBS Academy Private Limited Site, you agree to pay all applicable fees when due. As described in the [Privacy Policy](#), the processing of your payment information is done by a third-party payment vendor, and you will be routed to a secure payment flow controlled by that vendor to complete the payment transaction. Once your payment transaction is completed, an JBS Academy Private Limited confirmation page will be displayed, and you will receive a confirmation email with your name, order number, and the payment amount. Please retain this email for your records as this information will be required if you seek a refund from JBS Academy Private Limited, as described below.

### Certificates.

JBS Academy Private Limited and the Members may offer Verified Certificates of Achievement for courses (a "Verified Certificate") or certificates for programs (for example, a MicroMasters program certificate) for learners who, in the Members' judgment, have satisfactorily demonstrated mastery of the course or program material. Certificates will be issued by JBS Academy Private Limited under the name of the underlying Member(s) from where the course or program originated, i.e. HarvardX, MITx, etc. The decision whether a certificate will be awarded to a given learner will be solely within the discretion of the awarding Member.

Subject to the foregoing, you will be required to pay a fee and complete the ID verification process for Verified Certificates. In order to authenticate your identity for a Verified Certificate, you will be prompted to take a webcam photo of yourself, as well as a photo of an acceptable form of photo ID (described below). Although these items are collected by JBS Academy Private Limited in accordance with these TOS and the [Privacy Policy](#), you should be aware that the actual authentication of your identity is performed by an JBS Academy Private Limited third-party service provider and this information will be used only for the purpose of verifying your identity. Acceptable forms of photo ID's are:

- Government or State-issued driver's license
- Passport
- National ID card
- State or Province ID card (including cards issued by motor vehicle agencies)

In order to be accepted by JBS Academy Private Limited, your photo ID must:

- Contain your full name exactly (excluding hyphens, accents, and spaces);
- Contain a relatively current photograph of yourself;
- Be an original document; photocopied documents cannot be accepted; and
- Be current and valid; expired documents cannot be accepted.

Unfortunately, if you do not possess a photo ID meeting the criteria described above, JBS Academy Private Limited is unable to provide you with a Verified Certificate at this time.

### **Refunds.**

Certificates and other purchases on the JBS Academy Private Limited Site may be eligible for a refund for a period of time (in each case, the "Refund Period"). The applicable Refund Period for some products and services are described below. To receive a refund during the Refund Period, simply unenroll from the course and the refund will be processed automatically. Refunds will be credited to the payment account used for the purchase and may take up to two billing cycles to process. For more info, visit the [JBS Academy Private Limited Help Center](#). If the applicable Refund Period for a purchase has passed, but you believe a refund is warranted, please submit a support ticket via the [Contact us](#) form.

- ***Verified Certificate Track:***

To receive a refund with respect to your enrollment in the verified certificate track of a course, you have a period of 14 days after your payment or 14 days after your course starts (up to six months after your payment) whichever occurs later, during which you may withdraw or unenroll from the course by clicking on the unenroll link on the learner dashboard.

- ***Professional Education Courses:***

To receive a refund with respect to your enrollment in a Professional Education course, you have a period of 2 days after your payment or 2 days after the course starts (up to six months after your payment) whichever occurs later to unenroll from the course by clicking on the unenroll link on the learner dashboard.

For more information about refund options (for example, changing to another course session), you should visit the [JBS Academy Private Limited Help Center](#).

Coupon codes and other course entitlements are subject to expiration and any other conditions stated at the time of purchase.

### ***No Other Enrollment.***

Solely as a result of enrolling in or completing a course or program provided by a Member through JBS Academy Private Limited: (1) you will not be an applicant for admission to, or enrolled in, any degree or other credit- or credential-bearing program of such Member; and (2) you will not be entitled to use any of the resources of such Member beyond the online courses or programs provided on the JBS Academy Private Limited Site and will not be eligible to receive student privileges or benefits provided to students enrolled in degree or other credit- or credential-bearing programs of the Member.



## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop part of our Services altogether. Accordingly, JBS Academy Private Limited may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. We may not be able to deliver the Services to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of JBS Academy Private Limited, its Content Providers and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "JBS Academy Private Limited Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

## **Disclaimers**

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE JBS ACADEMY PRIVATE LIMITED PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE JBS ACADEMY PRIVATE LIMITED PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE JBS ACADEMY PRIVATE LIMITED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE JBS ACADEMY PRIVATE LIMITED PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL JBS ACADEMY PRIVATE LIMITED'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY U.S. DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY JBS ACADEMY PRIVATE LIMITED FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE JBS ACADEMY PRIVATE LIMITED PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO JBS ACADEMY PRIVATE LIMITED'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless JBS Academy Private Limited, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the JBS Academy Private Limited Platform; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that your User Content caused damage to a third party; or (v) violation of any applicable laws. This defence and indemnification obligation will survive these Terms and Conditions and your use of the JBS Academy Private Limited Platform.

## **Eligibility to use and Acceptance of the Terms and Conditions**

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. If you are under 18 years of age, then please talk to your parents or guardian before using the JBS Academy Private Limited Platform.

JBS Academy Private Limited reserves the right to refuse access to use the JBS Academy Private Limited Platforms to any Users or to suspend and/or terminate access granted to existing registered Users at any time without according any reasons for doing so.

We provide these Terms and Conditions with our JBS Academy Private Limited Platform so that you know what terms apply to your use. You acknowledge that we have given you a reasonable opportunity to review these Terms and Conditions and that you have agreed to them. You agree and acknowledge that your use of the JBS Academy Private Limited Platform is subject to the most current version of the Terms and Conditions made available on the JBS Academy Private Limited Platform at the time of such use.

## **Force Majeure**

JBS Academy Private Limited shall not be liable for failure to perform, or the delay in performance of, any of its obligations if, and to the extent that, such failure or delay is caused by events substantially beyond the its control, including but not limited to acts of God, acts of the public enemy or governmental body in its sovereign or contractual capacity, war, terrorism, floods, fire, strikes, epidemics, civil unrest or riots, power outage, and/or unusually severe weather.

## **Information Technology Act**

These Terms and Conditions are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms and conditions for access or usage of the JBS Academy Private Limited Platform.

You are advised not to post any information or messages that are, or that may be construed, as being malicious , defamatory, inappropriate, slanderous, pornographic or otherwise sexually oriented or that makes attacks on or the otherwise opines or comments on any individuals or groups of individuals,

educational institutions or any other entities whatsoever (whether companies, firms, or any other institutions). You also agree not to post any information to which you do not have copyrights or other appropriate permissions to post in public forum. Your failure to comply with these terms may result in removal of your postings without prior notice to User. The IP address of all posts is recorded to aid in enforcing these conditions.

### **Other Laws**

Certain laws require to maintain data with respect to the JBS Academy Private Limited Platform and other personal information in a prescribed format and JBS Academy Private Limited will use all the information to the extent required in compliance with the applicable laws and as may be directed or amended from time to time.

### **Governing Law and Jurisdiction**

The Terms and Conditions are governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in Bangalore, Karnataka, India.

### **Modification, Amendment or Termination**

JBS Academy Private Limited may, in its sole discretion, modify or revise these Terms and Conditions and policies at any time, and you agree to be bound by such modifications or revisions. Your continued use of the JBS Academy Private Limited Platform post any modification of the Terms and Conditions shall be taken as your consent and acceptance to such modifications. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits.

### **General**

If any part of these Terms and Conditions is unlawful, void or unenforceable, that part of will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Any notice required to be given in connection with the JBS Academy Private Limited Platform shall be in writing and sent to the registered office of JBS Academy Private Limited. We do not guarantee continuous, uninterrupted or secure access to the JBS Academy Private Limited Platform, and operation of the JBS Academy Private Limited Platform may be interfered by numerous factors outside our control. Headings are for reference purpose only an on no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to any breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Refund Policy**

Please read the subscription terms and conditions carefully before subscribing to any of the subscription plans, as once you have subscribed you cannot change, cancel your subscription plan. Once you subscribe and make the required payment, it shall be final and there cannot be any changes or modifications to the same and neither will there be any refund.

## **Honor Code**

### **Collaboration Policy**

By enrolling in a course on JBS Academy Private Limited, you are joining a special worldwide community of learners. The aspiration of JBS Academy Private Limited is to provide anyone with an internet connection access to courses from the best universities and institutions in the world and to provide our learners the best educational experience internet technology enables. You are a part of the community that will help JBS Academy Private Limited achieve this goal. JBS Academy Private Limited depends upon your motivation to learn the material and to do so with honesty and academic integrity. In order to participate in JBS Academy Private Limited, you must agree to the Honor Code below and any additional terms specific to a course or program. This Honor Code, and any additional terms, will be posted on each course website.

### **Honor Code Pledge**

By enrolling in a JBS Academy Private Limited course or program, I agree that I will:

- Complete all tests and assignments on my own, unless collaboration on an assignment is explicitly permitted.
- Maintain only one user account, unless JBS Academy Private Limited has approved the use of a separate user account in connection with an employer-sponsored or university-sponsored program.
- Not let anyone else use my username and/or password.
- Not engage in any activity that would dishonestly improve my results, or improve or hurt the results of others.
- Not post answers to problems that are being used to assess learner performance.

### **Violations**

If you are found in violation of the Terms of Service or Honor Code, you may be subject to one or more of the following actions:

- Receiving a zero or no credit for an assignment;
- Having any certificate earned in the course or program withheld or revoked;
- Being unenrolled from a course or program; or
- Termination of your use of the JBS Academy Private Limited Site.
- Additional actions may be taken at the sole discretion of JBS Academy Private Limited and JBS Academy Private Limited Member course providers.

No refunds will be issued in the case of any corrective action for such violations.

Honor Code violations will be determined at the sole discretion of JBS Academy Private Limited Members. You will be notified if a determination has been made that you have violated this Honor Code and you will be informed of the corresponding action to be taken as a result of the violation.

**Changing the Honor Code**

Please note that we review and may make changes to this Honor Code from time to time. Any changes to this Honor Code will be effective immediately upon posting on this page, with an updated effective date. By accessing the JBS Academy Private Limited Site after any changes have been made, you signify your agreement on a prospective basis to the modified Honor Code and any changes contained therein. Be sure to return to this page periodically to ensure familiarity with the most current version of this Honor Code.

**Other Terms, Policies and guidelines****Intellectual Property Policy**

JBS Academy Private Limited is a technology platform that enables anyone anywhere to create and share educational courses. We host more than 100,000 courses on our online learning marketplace. Our marketplace model means we do not review or edit the courses for legal issues, and we are not in a position to determine the legality of course content. However, it is important to us that instructors posting courses on JBS Academy Private Limited respect the intellectual property of others. When instructors post courses on our marketplace, they make the promise that they have the necessary authorization or rights to use all the content contained in their courses.

Infringing activity is not tolerated on or through our platform.

This policy addresses what we do in the event of copyright infringement reports from content owners and trademark infringement claims from trademark owners with respect to the courses on the JBS Academy Private Limited platform. The policy also addresses what we do when JBS Academy Private Limited instructors' courses are copied on third-party platforms without their consent.

- [Third-Party Copyright Infringement Reports](#)
- [How to File a Report](#)
- [Counter-Notification](#)
- [Reports from Instructors of Infringing Content on Other Platforms](#)
- [Third-Party Trademark Infringement Reports](#)
- [How to Submit a Trademark Infringement Report](#)
- [Designated Agent Contact Information](#)

## **Third-Party Copyright Infringement Reports**

JBS Academy Private Limited's policy is to remove courses from our service when they are reported as infringing in a copyright infringement notice received from the owner of the original content. It is also our policy to remove all courses from any instructor who is determined to be a repeat infringer (for whom JBS Academy Private Limited has received more than two valid takedown notices). We reserve the right to terminate an instructor's account at any time, including when they post content in violation of the copyrights of others.

### How to File a Report

If you would like to report a course on the JBS Academy Private Limited marketplace and if you are the owner or the designated agent of the owner of the rights to the content that you believe the course is infringing, the most efficient way is to use this [form](#) (form in English only).

Before you submit a copyright infringement report, please remember these important things:

1. **We cannot process a copyright claim that is not submitted by the owner of the copyright or its designated agent.** This is because we have no way of knowing whether the instructor who published the course you are reporting has received proper permission from the owner to use the content. We will ask you to provide an electronic signature to confirm that you are the copyright

owner or have authority to represent the copyright owner (including if the copyright owner is an organization).

2. **Your copyright claim has to be sufficiently substantiated for us be able to address it.** This means:
  - You provide sufficient information for us to contact you, including your full legal name, an email address, physical address, and (optional) telephone number.
  - If you are filing a report on behalf of an organization, you include the name of the organization and your relationship to the organization.
  - You precisely identify the original copyrighted material or, if multiple copyrighted works are covered in your notification, you provide a sufficiently representative list of such original material (such as a URL where the material is located);
  - You provide sufficient information for us to locate the reportedly infringing course(s) on the JBS Academy Private Limited site (the URL on our website and the exact name of the course and instructor);
  - You add a statement saying: “I declare, under penalty of perjury, that the information in this complaint is accurate and that I am the copyright owner or am authorized to act on the copyright owner's behalf and I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”.
3. **Knowingly submitting a false or misleading claim of infringement is illegal and you could be held liable and have to pay damages as a result.** JBS Academy Private Limited reserves the right to seek damages from anyone who submits a notification of claimed infringement in violation of the law.
4. **There are types of content that are not protected by copyright. Copyright law doesn't cover short phrases** (like business names, book titles, and slogans), intangible concepts (like processes, ideas, and recipes), or facts. Before you submit a copyright claim, make sure that the content copied in the course is indeed protected by copyright. If you need to report a trademark violation, please follow the steps [here](#).
5. **Consider whether the use of your material in the course is “fair use”.** Copyright law includes a “fair use” exception for certain uses of copyrighted content that are considered to be in the public interest. Fair use covers things like criticism, commentary, news reporting, and research. In considering whether a course's use of your material qualifies as fair use, you should look at:
  - The purpose of the use (whether the course is paid or unpaid, whether the course critiques/parodies/transforms your material)
  - The type of copyrighted work being used (whether your work is factual or creative)
  - The portion being used (whether the course uses small, necessary excerpts of your material or substantial portions of it)

The effect on the market for your material (whether potential buyers would purchase the course instead of your material)

Before you submit a copyright claim, make sure that use of the content copied in the course does not qualify as fair use.

## Counter-Notification

If we receive a valid copyright violation report, we will send a copy of that report to the instructor who posted the reported course along with a notification that 1) the course was reported for copyright infringement and 2) we are removing the course from the JBS Academy Private Limited service. We will also attach a form that the instructor can fill in and send back to us to submit a counter-notification. If your course has been reported for copyright infringement and removed from the JBS Academy Private Limited service, and if you believe we made a mistake or that you have permission from the owner of the reported content to use such content in your course, then you may send us a counter-notification.

The best way to provide us with a counter-notification is to fill in the form we provided you and send it back to the JBS Academy Private Limited designated agent or the copyright team member who notified you. To be effective, a counter notification must be in writing and include the following information:

- Your physical or electronic signature;
- Your name, address, and email address or telephone number,
- Identification of the course that was removed and the location (URL) at which it appeared before it was removed (you can access this information from the copyright infringement report filed against your course, we always attach a copy when we notify you);
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- A statement that you consent to (i) JBS Academy Private Limited sharing your name and contact information with the claimant; (ii) receiving service of process for any legal action by the claimant or an agent of the claimant and (ii) accepting the jurisdiction of the federal district court for the judicial district in which you reside (if in the U.S.), or if you reside outside of the U.S., the jurisdiction of the United States District Court for the Northern District of California (headquarters of JBS Academy Private Limited).

**Knowingly submitting a false or misleading counter-notification to a claim of infringement is illegal and you could be held liable and have to pay damages as a result.** JBS Academy Private Limited reserves the right to seek damages from any party that submits a counter-notification of claimed infringement or counter notification in violation of the law.

## **Reports from Instructors of Infringing Content on Other Platforms**

We understand that when you post and make available your courses on the JBS Academy Private Limited marketplace, you want to make sure that you will not find your courses offered on another platform without your permission. To help combat copyright infringement and piracy affecting courses of our instructors, we partnered with Link-Busters, an anti-piracy vendor, to seek out and find instances of infringement and to have any infringing content removed from third-party platforms.

In the event you find your course available on another platform without your permission, please fill out the form [here](#). Link-Busters will file copyright infringement reports and exercise legal actions to have the



infringing content removed as soon as possible. Please keep in mind that since JBS Academy Private Limited and Link-Busters don't control the content on other sites, we may not always be successful, especially if your content is on a site outside of the US or EU. Certain countries take different approaches to copyright law; as such, we cannot guarantee the infringing party or hosting site will comply with our notices and remove the infringing content from their platform.

## **Third-Party Trademark Infringement Reports**

JBS Academy Private Limited's policy is to remove courses from our service when they are reported as infringing a third-party trademark. We also reserve the right to terminate an instructor's account at any time, including when they post content in violation of the trademark rights of others.

### **How to Submit a Trademark Infringement Report**

The fastest and easiest way to submit a report of trademark infringement to us is to send a notice to the Designated Agent containing the information identified below. Please note that a copy of your notice will be sent to the party who posted the content you are reporting. Before you submit a trademark infringement report, please remember these important things:

- 1. Your trademark claim has to be sufficiently substantiated for us be able to address it. This means your communication must include substantially the following:**
  - Your complete contact information (full name, mailing address, and email or phone number).
  - The specific word, symbol, etc. for which you claim trademark rights.
  - The basis for your claim of trademark rights (such as a national or community registration), including registration number, if applicable.
  - The country or jurisdiction in which you claim trademark rights.
  - The category of goods and/or services for which you assert rights.
  - Sufficient information for us to locate the material on JBS Academy Private Limited that you believe violates your trademark rights (web addresses/URLs of the allegedly infringing content).
  - A description of how you believe this content infringes your trademark.
  - If you are not the rights holder, an explanation of your relationship to the rights holder.

The following statement: "I have a good faith belief that use of the trademark as described above in the manner complained of is not authorized by the trademark owner, its agent, or the law."

- The following statement: "The information in this notice is accurate, and I declare, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner of a trademark that is allegedly infringed."
- Your electronic signature ("/s/" followed by your full name, e.g., "/s/ Jane Doe") or physical signature.
  - 1. Submitting a false or misleading claim of infringement could result in liability for you.** JBS Academy Private Limited reserves the right to seek damages from any party that submits a false or misleading notification of claimed trademark infringement.

2. **Consider whether the use of your trademark in the course is “nominative fair use”.** Trademark law protects the use of a name or brand for selling products and services, with the goal of preventing consumer confusion. Most countries’ laws include an exception for “fair use”, which allows others to use a trademark for factually referencing the trademarked product or service, or commenting on or criticizing the mark. Consider the likelihood that others would be confused into thinking that your company or brand had created or is sponsoring the course. Before you submit a trademark claim, make sure that use of your trademark in the course does not qualify as fair use.

## **Instructor Terms**

When you sign up to become an instructor on the JBS Academy Private Limited platform, you agree to abide by these Instructor Terms ("Terms"). These Terms cover details about the aspects of the JBS Academy Private Limited platform relevant to instructors and are incorporated by reference into our [Terms of Use](#), the general terms that govern your use of our Services. Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.

As an instructor, you are contracting directly with JBS Academy Private Limited, Inc. (a Delaware corporation in the United States), regardless of whether another JBS Academy Private Limited subsidiary facilitates payments to you.

### **1. Instructor Obligations**

As an instructor, you are responsible for all content that you post, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, and announcements ("Submitted Content").

You represent and warrant that:

- you will provide and maintain accurate account information;
- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize JBS Academy Private Limited to use your Submitted Content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services; and
- you will respond promptly to students and ensure a quality of service that corresponds with the standards of your industry and instruction services in general.
- You warrant that you will not:
  - post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;

- post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- use the Services for business other than providing tutoring, teaching, and instructional services to students;
- engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- impersonate another person or gain unauthorized access to another person's account;
- interfere with or otherwise prevent other instructors from providing their services or courses; or
- abuse JBS Academy Private Limited resources, including support services.

## **2. License to JBS Academy Private Limited**

You grant JBS Academy Private Limited the rights detailed in the [Terms of Use](#) to offer, market, and otherwise exploit your Submitted Content, and to sublicense it to students for these purposes directly or through third parties. This includes the right to add captions or otherwise modify content to ensure accessibility.

Unless otherwise agreed (including within our [Promotions Policy](#)), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, JBS Academy Private Limited's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) JBS Academy Private Limited's right to use such Submitted Content for marketing purposes shall survive termination.

We may record all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services. You grant JBS Academy Private Limited permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, or JBS Academy Private Limited's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

## **3. Trust & Safety**

### **3.1 Trust & Safety Policies**

You agree to abide by JBS Academy Private Limited's [Trust & Safety policies](#), [Restricted Topics policy](#), and other course quality standards or policies prescribed by JBS Academy Private Limited from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You

understand that your use of the Services is subject to JBS Academy Private Limited's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove courses, suspend payouts, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- an instructor or course does not comply with our policies or legal terms (including the Terms of Use);
- a course falls below our quality standards or has a negative impact on the student experience;
- an instructor engages in behavior that might reflect unfavorably on JBS Academy Private Limited or bring JBS Academy Private Limited into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates JBS Academy Private Limited's policies; or
- as determined by JBS Academy Private Limited in its sole discretion.

### **3.2 Co-Instructors and Teaching Assistants**

The JBS Academy Private Limited platform allows you to add other users as co-instructors or teaching assistants for courses that you manage. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your JBS Academy Private Limited account and courses. JBS Academy Private Limited is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

### **3.3 Relationship to Other Users**

Instructors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the Services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the JBS Academy Private Limited platform, and that you won't solicit additional personal data or store students' personal data outside the JBS Academy Private Limited platform. You will indemnify JBS Academy Private Limited against any claims arising from your use of students' personal data.

### **3.4 Anti-Piracy Efforts**

We partner with anti-piracy vendors to help protect your courses from unauthorized use. To enable this protection, you hereby appoint JBS Academy Private Limited and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your courses, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant JBS Academy Private Limited and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests.

You agree that JBS Academy Private Limited and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to [piracy@JBS Academy Private Limited.com](mailto:piracy@JBS Academy Private Limited.com) with the subject line:

"Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

## **4. Pricing**

### **4.1 Price Setting**

When creating a course, you will be prompted to select a base price ("Base Price") for your course from a list of available price tiers. Alternatively, you may choose to offer your course for free. As a premium instructor, you will also be given the opportunity to participate in certain promotional programs under the terms of our Promotions Policy ("Promotional Programs").

If you do not opt to participate in any Promotional Programs, we will list your course for the Base Price or the closest local or mobile app equivalent (as detailed below).

When a student purchases using a foreign currency, we will convert the relevant Base Price or Promotional Program price into the student's applicable currency using a system-wide foreign currency conversion rate set by JBS Academy Private Limited and fixed periodically into a table of corresponding price tiers by currency ("Price Tier Matrix"). Since the [Price Tier Matrix](#) is fixed, those conversion rates may not be identical to the applicable market rate in effect when a transaction is processed. We reserve the right to update the Price Tier Matrix at any time.

When a student purchases through a mobile application, the mobile platform provider's pricing matrix will control, and we will choose the price tier closest to the applicable Base Price or Promotional Program price. Because mobile platforms impose their own currency conversion rates, conversions for mobile app prices may not match the conversions in the Price Tier Matrix.

You give us permission to share your courses for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased your courses. You understand that you will not receive compensation in these cases.

### **4.2 Transaction Taxes**

If a student purchases a product or service in a country that requires JBS Academy Private Limited to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("Transaction Taxes"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due. For purchases through mobile applications, applicable Transaction Taxes are collected by the mobile platform (such as Apple's App Store or Google Play).

### **4.3 Promotional Programs**

JBS Academy Private Limited offers several optional marketing programs (Promotional Programs) in which you can choose to participate, as detailed in our [Promotions Policy](#). These programs can help increase

your revenue potential on JBS Academy Private Limited by finding the optimal price point for your courses and promoting them through additional marketing channels.

There is no up-front cost to participate in these programs, and you can modify your participation status at any time, though changes you make will not apply to currently active campaigns.

## **5. Payments**

### **5.1 Revenue Share**

When a student purchases your course, we calculate the gross amount of the sale as the amount actually received by JBS Academy Private Limited from the student ("Gross Amount"). From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile application sales, a 3% administrative and handling fee (except in Japan, where we subtract a 4% fee) for any non-mobile-app sales, and any amounts paid to third parties in connection with the Promotional Programs to calculate the net amount of the sale ("Net Amount").

If you have not opted into any of JBS Academy Private Limited's optional Promotional Programs, your revenue share will be 50% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will provide you 30 days notice using prominent means, such as via email or by posting a notice through our Services.

If you opt into any of the Promotional Programs, the relevant revenue share may be different and will be as specified in the [Promotions Policy](#).

JBS Academy Private Limited makes all instructor payments in U.S. dollars (USD) regardless of the currency with which the sale was made. We will assume transaction processing fees, excluding foreign currency conversion fees and wiring fees. Your revenue report will show the sales price (in local currency) and your converted revenue amount (in USD).

### **5.2 Receiving Payments**

For us to pay you in a timely manner, you must own a PayPal or Payoneer account in good standing and must keep us informed of the correct email associated with your account. You must also provide any identifying information or tax documentation (such as a W-9 or W-8) necessary for payment of amounts due, and you agree that we have the right to withhold appropriate taxes from your payments. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

Depending on the applicable revenue share model, payment will be made within 45 days of the end of the month in which (a) we receive the fee for a course or (b) the relevant course consumption occurred.

As an instructor, you are responsible for determining whether you are eligible to be paid by a U.S. company. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If we cannot settle funds into your payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

### **5.3 Refunds**

You acknowledge and agree that students have the right to receive a refund, as detailed in the [Terms of Use](#). Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to students for the instructor's courses.

## **6. Trademarks**

While you are a published instructor and subject to the requirements below, you may use our trademarks where we authorize you to do so.

You must:

only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish (such as our [Instructor Badge Guide](#));

only use our trademarks in connection with the promotion and sale of your JBS Academy Private Limited courses or your participation on JBS Academy Private Limited; and

immediately comply if we request that you discontinue use.

You must not:

use our trademarks in a misleading or disparaging way;

use our trademarks in a way that implies that we endorse, sponsor, or approve of your courses or services;  
or

use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## **7. Sanctions and Export Laws**

You warrant that you aren't restricted from using the Services under U.S. sanctions or export laws (as an individual or as an officer, director, or controlling shareholder of any entity on whose behalf you use the Services). If you become subject to such a restriction while you are subject to these Instructor Terms, you will notify JBS Academy Private Limited within 24 hours, and we will have the right to terminate any further obligations to you, effective immediately and with no further liability to you (but without prejudice to your outstanding obligations to JBS Academy Private Limited). You will not use the Services to conduct or facilitate any transaction with any other individual or entity subject to such a restriction. You may not remove, export, or allow the export or re-export of the Services (or any product thereof, including technical data) outside the U.S. in violation of any restrictions, laws, or regulations of the U.S. or any other applicable country.

## **8. Deleting Your Account**

Instructions on how to delete your instructor account are available [here](#). We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your courses, your name and that Submitted Content will remain accessible to those students after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us via our [Support Center](#).

## **9. Miscellaneous Legal Terms**

### **9.1 Updating These Terms**

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and JBS Academy Private Limited reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

### **9.2 Translations**

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

### **9.3 Relationship Between Us**

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

### **9.4 Survival**



The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to JBS Academy Private Limited), 3.3 (Relationship to Other Users), 5.2 (Receiving Payments), 5.3 (Refunds), 8 (Deleting Your Account), and 9 (Miscellaneous Legal Terms).

## **10. How to Contact Us**

The best way to get in touch with us is to contact our [Support Team](#). We'd love to hear your questions, concerns, and feedback about our Services.

Every day, thousands of minutes of life-changing content are consumed on JBS Academy Private Limited. This is made possible by instructors who are passionate about teaching and students who are dedicated to learning. JBS Academy Private Limited is founded on core values centered around this exchange of knowledge. We are committed to empowering highly knowledgeable everyday experts to provide an amazing learning experience for a global community of students.

It is up to all of us here at JBS Academy Private Limited to live these values: instructors, students, and the JBS Academy Private Limited team. When we live these values, we continue to create a thriving, sustainable marketplace where anyone can truly learn anything online — and have a great time doing it.

### **Who Forms our Community?**

**Students** – Our students come to JBS Academy Private Limited to have an engaging learning experience where they have access to a huge variety of topics from experts who practice these skills on a daily basis.

**Instructors** – Our instructors are an inspiring bunch who love to teach. They come to JBS Academy Private Limited because of the opportunity to impact millions of students across the world, and for access to the tools, platform, and coaching that enables them to create high-quality courses.

### **What are the Ground-Rules?**

#### **1) Don't spam**

Students come to JBS Academy Private Limited to have a safe and engaging learning experience and instructors teach for the love of sharing knowledge. Instructors: Once you're on the JBS Academy Private Limited platform, don't try to sell other products or spam each other with requests and offers.

#### **2) Don't game the system**

For instructors: Don't direct JBS Academy Private Limited students away from the JBS Academy Private Limited platform, push the envelope on what is and is not allowed, or search for loopholes in policies. We want our community of students to grow, as does every other instructor. When you game the system, the whole community loses out on having a common pool of engaged students who want to learn.

**For students:** Don't harass instructors, ask for free coupons, or offer reviews in exchange for things. The community relies on a healthy interaction between students and instructors, as well as honest student feedback to understand which courses are right for them.

### **3)Keep it professional**

Our instructors actively collaborate and communicate with each other, and students and instructors have healthy and vibrant discussions through the course-taking experience. We ask that, in connection with those relationships, you are respectful, honest, and considerate with students, instructors, and JBS Academy Private Limited staff. Be a positive member of the JBS Academy Private Limited community. Never ask for personal information, or post unoriginal content as your own.

### **4) If you see something, say something**

If anything you see or experience ever seems like a violation, or you are unsure about a policy, just let us know by emailing [policy@JBS Academy Private Limited.com](mailto:policy@JBS Academy Private Limited.com). Someone on our team will review every report, answer your questions, and determine whether there has been a violation of our policies. We're here to help you understand our policies and be successful on JBS Academy Private Limited.