
TERMS AND CONDITIONS

By clicking you acknowledge and agree that you have read and agree to be bound by the Terms & Conditions (hereinafter referred to as “Agreement”). This agreement binds you (as defined in clause 1.14) to the terms & conditions set forth herein in connection with the services offered by Taking Forward Financial Education Training (OPC) Pvt. Ltd. registered office at 131/13, Second Floor, Zone-II M P Nagar, Bhopal (hereinafter referred as “Company” or “We” or “Us”). If you do not agree with the terms of the agreement kindly refrain from our services. The Company and the Student shall be jointly called “Parties” and separately as “Party” for the purpose of this agreement.

1. DEFINITION

- 1.1. “Courses”- Courses refers to courses relating to financial education or stock market training offered by the Company as mentioned on our website
< <https://www.takingforward.com/>>.
- 1.2. “Course Materials”- Course material includes all the content available on the student account as well as lectures & instruction given by the instructor during the course of instruction.
- 1.3. “Company’s Premise”- Company’s premise is at its registered office at 131/13, Second Floor, Zone-II M P Nagar, Bhopal
- 1.4. “Demo Account” - A Demo Account is a temporary account for accessing the web portal for a temporary period to understand the course outline.
- 1.5. “Demo Class”- A Demo Class is for the purpose of giving preliminary ideas about the course in which the student is interested.
- 1.6. “E-Learning Platform” – Any platform other than our website where our courses are available.
- 1.7. “Enrollment”- An Individual may enroll himself/herself for a course by completing the proper procedure as provided (either on the website or the registered office or any e-platform where our courses are available) and depositing the required fees.
- 1.8. “Fees”- Fees is an amount that is to be paid by the student in consideration to the course enrolled.
- 1.9. “Instructor”- An instructor is a person who teaches the nuances of a course.
- 1.10. “Live Trade Training”- Live trade training involves trading on the actual demat account under the guidance of the instructor.

- 1.11. “Permissible Trade Quantity”- A maximum of two (2) intra-day quantities of equity instruments is permissible.
- 1.12. “Slot booking”- Booking a slot means reserving time for next day course instruction.
- 1.13. “Student Portal”- Every student will be given an account for accessing the web portal as well as the course material of the company.
- 1.14. “Third Party”- Any party other than parties to the agreement.
- 1.15. “Student”- Any individuals who register themselves for any of our courses either offline, online or on any e-learning platform (where our courses are available) or sign up for any workshop. **IF NOT EXPLICITLY MENTION THE CLASS OF STUDENT (e.g. offline/online course student, student at e-learning platform, and workshop attendee) THE TERMS SHALL BE BINDING TO ALL THE CLASS OF THE STUDENTS.**
- 1.16. “Workshop”- Workshop is a few days’ classes on a specific topic related to the financial market organised in educational institutions like college, university etc.

2. RESPONSIBILITIES/OBLIGATIONS

General Responsibilities/Obligations

- 2.1. The company is merely an education/training provider that focuses to make students understand the market scenario and risk associated with it through its various courses. This education/training does not fall under the definition of Investment Adviser¹ or Person Associated with the Securities Market.
- 2.2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials **may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.**
- 2.3. The company shall not owe any responsibility for any loss or damage to any student's belongings at the company’s premise OR at the workshop’s premise as the case may be applicable.
- 2.4. Students shall not share, sell or rent any credentials to the student portal, materials including notes and workbooks etc. to a third party. If any student is found to indulge

¹ Regulation 2(1) (m), Securities Exchange Board of India (Investment Adviser) Regulation, 2013.

in this activity then this agreement shall be terminated on the ground of breach. If any student finds out by sharing the ID and password with other students then his/her classes will be blocked.

- 2.5. No certificate shall be provided to a student who leaves the offline/online course or workshop without its completion.

Responsibilities/Obligations Applicable Offline/Online Course Students

- 2.6. The company through its instructor will provide monitoring to **the offline/online course students** during live trading however, we shall not be responsible for any responsibility for the outcome while live trading or trading based on the instructions given during the course.
- 2.7. It is obligatory on the part of a student to attend all the classes and attempt all the tests to get the full benefit of the course and the certificate.
- 2.8. It is mandatory for every student to give definition tests and daily upload at least analysis of three (3) trades.
- 2.9. For online classes, there is a requirement of a personal computer or laptop with proper internet. The company shall not be responsible to pay any expenses associated with it.
- 2.10. The company shall provide only one demo class before enrollment for any course.
- 2.11. In case a student desires to seek a transfer from one offline course to online or vice versa, then he/she has to make an application, stating the reasons for such request.
- 2.12. The company doesn't guarantee any jobs and placements opportunities, if any opportunity may come resume shall be forwarded.
- 2.13. The Company shall not be responsible for any promise made by a third party related to our courses or our services.
- 2.14. The Company shall be authorized to use student's data for promotion of its services and for the purpose of this agreement.

Responsibilities/Obligations Applicable to Students at E-Learning Platforms

- 2.15. The course instruction shall be video-based and shall be available only for the specified period.

- 2.16. The student shall be strictly prohibited from downloading or circulating videos of the enrolled course.

Responsibilities/Obligations Applicable to Workshop Attendees

- 2.17. E-certificates shall be provided to the successful participants of the workshop.
- 2.18. It is obligatory on the part of a participant to present on all the days of the workshop to gain the e-certificate.
- 2.19. Only the successful participants of the workshop shall be provided with internship opportunities.

3. FEES/PAYMENT/REFUND

General Conditions

- 3.1. A student is required to mandatorily deposit the fees as applicable and 18% GST attached to the course.
- 3.2. A student may deposit fees through Net Banking, or Credit/Debit Card or UPI, or Paytm Wallet. Students for enrollment in offline courses may also deposit fees through cash payment.
- 3.3. In case of failure of deposit of the required fees or any installment of the fees, a student shall be barred from the remaining classes and his/her student portal shall be seized until the required amount is paid. Furthermore, no certificate shall be provided in case of due fees or any installment.
- 3.4. A student may deposit the course fee in two installments (equally divided into two installments), where the second installment i.e. the remaining 50% of the course fees shall be payable within ten days after the deposit of the first installment.
- 3.5. In case of failure from depositing any installments then 10% of the due installment will be charged on a monthly basis.
- 3.6. **There shall be no cancellations and refund of the course fees once paid to the company; any request in this regard shall not be entertained under any circumstances.**
- 3.7. In a case where a student wants to switch between the courses then the window for the same is open only for a week from the date of enrollment. And fees for the same will be adjusted and the remaining amount shall be paid by the student duly,

however, no refunds shall be provided if a student chooses a lower price course afterwards.

4. COMMUNICATION

- 4.1. The company shall duly communicate the schedule of the classes to the student enrolled in their respective courses.
- 4.2. Slot booking option is only available to students enrolled for offline/online one to one mentoring for Intraday Course. A student shall book his/her slot before 11:59 PM on the day before the class is scheduled.
- 4.3. Further communications related to the course or the classes shall be conveyed by the Company from time to time.

5. TERM & TERMINATION

- 5.1. The terms of this Agreement shall commence and shall terminate on the following events as applicable to your case:
 - 5.1.1.1. In case if you are a student of an offline/online course, the terms of this Agreement shall commence on the date of enrollment, and shall terminate after three (3) months from the date of enrollment or the completion of the course whichever is earlier.
 - 5.1.1.2. In case if you are a student at a workshop, the terms of this Agreement shall commence the date of starting of the workshop, and shall terminate at the last date of the scheduled workshop.
 - 5.1.1.3. In case if you are a student at an e-learning platform, the terms of this Agreement shall commence on the date of enrollment, and shall terminate after the completion of the specified time period prescribed on such e-learning platform.
- 5.2. Either Party may terminate this Agreement in the event the other Party shall have breached or defaulted in the performance of any of its obligations of this agreement which remains uncured after thirty (30) days written notice thereof.

6. CONFIDENTIALITY INFORMATION/ INTELLECTUAL PROPERTY RIGHTS

- 6.1. The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information (that includes contents protected under intellectual property rights) provided by each party to the other in relation to this agreement. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by any Regulatory Authority or by judicial or administrative process or otherwise by Applicable Law. This section/Clause remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 6.2. The company reserves all the intellectual property rights with respect to the content of instructions including student portal, PPTs, webinars, videos, tests etc. And it shall not be used for any commercial purposes or any other purpose outside the scope of this.
- 6.3. Clause 5.1. & 5.2. shall survive even after the termination of this Agreement.

7. DISPUTE RESOLUTION

- 7.1. If any dispute, controversy or claim arises in relation to this Agreement, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, the Company may elect to resolve any Dispute by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act).
- 7.2. Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

- 7.3. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be at Bhopal (Madhya Pradesh) and the language of this arbitration shall be English. Either party may seek any interim or preliminary relief from a court of competent jurisdiction in Bhopal, necessary to protect the rights or the property, pending the completion of arbitration.
- 7.4. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award.
- 7.5. All administrative fees and expenses of arbitration will be divided equally between You and the Company. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

8. GENERAL PROVISIONS

- 8.1. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of India. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Bhopal for adjudication. Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against the Company must be resolved by a court having jurisdiction in Bhopal, India. You agree to submit to the personal jurisdiction of the courts located within Bhopal, 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.
- 8.2. Modification. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each Party.
- 8.3. Notices. Each Party will provide all notices and other communications to the e-mail address of the other Party. The foregoing are the only effective channels for providing notice and all other forms of notice will be ineffective for purposes of this Agreement. Notices will be effective when sent. Each Party has the right to rely upon the last e-mail address provided by the other Party, and any correctly addressed notice or notice

confirmation from that is refused, unclaimed, or undeliverable because of an act or omission of the Party to which it is addressed will be deemed effective as of the date such notice or notice confirmation was sent.

- 8.4. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- 8.5. Waiver. The failure by any Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 8.6. No Third Party Rights (Exclusivity): Other than the Parties, no person or entity will have or acquire any right by the virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- 8.7. Authority: Each of the Parties represents and warrants that any person submitting or receiving electronic notice under this Agreement is an authorized representative of its business organization and is authorized to bind and act on behalf of such organization for the purposes described herein.
- 8.8. Force Majeure: Neither Party will be liable hereunder because of any failure or delay in the performance of its obligations on account of events beyond its reasonable control, which include but not limited to strikes; shortages; riots; insurrection; fires; flood; storm; explosions; acts of God; war; terrorism; governmental action; labour conditions; earthquakes; epidemic and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Parties will be excused from any further performance of the respective obligations affected by the Force Majeure Event for so long as the effects of the event continue.