

# Terms of Use

*These Terms of Use ("Terms") were last updated on 20-07-2023*

**Please review these Terms carefully as they serve as an enforceable contract between us and contain important information about your legal rights, remedies, and obligations.**

**IF YOU LIVE IN INDIA OR UNITED STATES OF AMERICA, BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH EDUPHOENIX IN SMALL CLAIMS COURT OR THROUGH BINDING INDIVIDUAL ARBITRATION ONLY, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTIONS AND TO HAVE CLAIMS DECIDED BY A JURY, AS EXPLAINED IN THE DISPUTE RESOLUTION SECTION.**

Eduphoenix mission is to improve internship experience learning. We enable anyone anywhere to access that educational content to learn . We consider our marketplace model the best way to offer valuable educational content to our users. We need rules to keep our platform and services safe for you, us, and our student and instructor community. These Terms apply to all your activities on theEduphoenix website, the Eduphoenix mobile applications, our TV applications, our APIs, and other related services ("**Services**").

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## 1. Accounts

You need an account for most activities on our platform. Keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our [Support Team](#). You must have reached the age of consent for online services in your country to use Eduphoenix.

You need an account for most activities on our platform, including to purchase and access content or to submit content 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 Eduphoenix 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.

Students and instructors must be at least 18 years of age to create an account on Eduphoenix and use the Services. If you are younger than 18 but above the required age for consent to use online services where you live you may not set up an account, but we encourage you to invite a parent or guardian to open an account and help you access content that is appropriate for you. If you are below this age of consent to use online services, you may not create a Eduphoenix account. If we discover that you have created an account that violates these rules, we will terminate your account.

## **2. Content Enrollment and Lifetime Access**

When you enroll in a course or other internship program, you get a license from us to view it via the Eduphoenix Services and no other use. Don't try to transfer or resell content in any way. We generally grant you a lifetime access license, except when we must disable the content because of legal or policy reasons or for enrollments via Subscription Plans.

Under our [Instructor Terms](#), when instructors publish content on Eduphoenix, they grant Eduphoenix a license to offer a license to the content to students. This means that we have the right to sublicense the content to enrolled students. As a student, when you enroll in a course or other content, whether it's free or paid content, you are getting a license from Eduphoenix to view the content via the Eduphoenix platform and Services, and Eduphoenix is the licensor of record. Content is licensed, and not sold, to you. This license does not give you any right to resell the content in any manner (including by sharing account information with a purchaser or illegally downloading the content and sharing it on torrent sites).

In legal, more complete terms, Eduphoenix grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with the particular content or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit,

assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content unless we give you explicit permission to do so in a written agreement signed by a Eduphoenix authorized representative. This also applies to content you can access via any of our APIs.

We generally give a lifetime access license to our students when they enroll in a course or other internship. However, we reserve the right to revoke any license to access and use any content at any point in time in the event where we decide or are obligated to disable access to the content due to legal or policy reasons, for example, if the course or other content you enrolled in is the object of a copyright complaint, or if we determine it violates our [Trust & Safety Guidelines](#). This lifetime access license does not apply to enrollments via Subscription Plans or to add-on features and services associated with the course or other content you enroll in. For example, instructors may decide at any time to no longer provide teaching assistance or Q&A services in association with the content. To be clear, the lifetime access is to the course content but not to the instructor.

Instructors may not grant licenses to their content to students directly, and any such direct license shall be null and void and a violation of these Terms.

## **3. Payments, Credits, and Refunds**

### **3.1 Pricing**

The prices of content on Eduphoenix are determined and based on our [Promotions Policy](#). In some instances, the price of content offered on the Eduphoenix website may not be exactly the same as the price offered on our mobile or TV applications, due to mobile platform providers' pricing systems and their policies around implementing sales and promotions.

We occasionally run promotions and sales for our content, during which certain content is available at discounted prices for a set period of time. The price applicable to the content will be the price at the time you complete your purchase of the content (at checkout). Any price offered for particular content may also be different when you are logged into your account from the price available to users who aren't registered or logged in, because some of our promotions are available only to new users.

If you are logged into your account, the listed currency you see is based on your location when you created your account. If you are not logged into your account, the price currency is based on the country where you are located. We do not enable users to see pricing in other currencies

### **3.2 Payments**

You agree to pay the fees for an internship program that you purchase. Eduphoenix works with payment service providers to offer you the most convenient payment methods in your country and to keep your payment information secure. We may update your payment methods using information provided by our payment service providers.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the content you are enrolling in, you agree to pay us the corresponding fees within 30 days of notification from us. We reserve the right to disable access to any content for which we have not received adequate payment.

### **3.3 Refunds and Refund Credits**

For the internship program offered , there are no refunds provided . It is applicable to both ways of internship – Virtual or Offline .

We strictly follow NO REFUND POLICY .