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## 1. Terms and Condition

These Terms of Use ("Terms") were last updated on January 22, 2020.

Everdemy's mission is to improve lives through learning. We enable anyone anywhere to create and share educational courses (instructors) and to enroll in these educational courses to learn (students). 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 the Everdemy website, the Everdemy mobile applications, web our APIs and other related services ("Services").

If you publish a course on the Everdemy platform, you must also agree to the Instructor Agreement. We also provide details regarding our processing of personal data of our students and instructors in our Privacy Policy. If you are using Everdemy as part of your employer's Everdemy For Business learning and development program (UFB), you can consult our UFB Privacy Statement.

If you live in India, by agreeing to these Terms, you agree to resolve disputes with Everdemy through binding arbitration (with very limited exceptions, not in court), and you waive certain rights to participate in class actions, as detailed in the Dispute Resolution section.

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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 activities 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 Everdemy.

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 without their permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us the login credential information for that account. In the event of the death of a user, the account of that user will be closed.

If you share your account login credential with someone else, you are responsible for what happens with your account and Everdemy 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 Everdemy and use the Services. If you are younger than the required age, you may not set up an account,

but we encourage you to invite a parent or guardian to open an account and help you enroll in courses that are appropriate for you. If we discover that you have created an account and you are younger than the required age for consent to use online services (for example, 13 in the US), we will terminate your account. Under our Instructor Agreement, you may be requested to verify your identity before you are authorized to submit a course for publication on Everdemy. You can terminate your account at any time by following the steps here. Check our Privacy Policy to see what happens when you terminate your account.

## 2. Course Enrollment and Lifetime Access

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

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

In legal, more complete terms, Everdemy grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated 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 a particular courses 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 course unless we give you explicit permission to do so in a written agreement signed by a Everdemy 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. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, for example, if the course you enrolled in is the object of a copyright complaint, or if we determine its content violates our Trust & Safety Guidelines. The lifetime access is not applicable to add-on features and services associated with a course, for example translation captions of courses may be disabled by instructors at any time, and an instructor may decide at any time to no longer provide teaching assistance or Q&A services in association with a course. To be clear, lifetime access to the course content but not to the instructor.

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

## 3. Payments, Credits, and Refunds

When you make a payment, you agree to use a valid payment method. If you aren't happy with your course, Everdemy offers a 30-day refund or credit for most course purchases.

### 3.1 Pricing

The prices of courses on Everdemy are determined based on the terms of the Instructor Agreement and our Pricing and Promotions Policy.

We regularly run promotions and sales for our courses and certain courses are only available at discounted prices for a set period of time. The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout). Any price offered for a particular course 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 to new users only.

If you are a student located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting the tax to the proper tax authorities. In certain countries, the price you see may include such taxes.

### 3.2 Payments

You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card or process other means of payment (such as direct debit, UPI or mobile wallet) for those fees. Everdemy works with third party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check out our Privacy Policy for more details.

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 course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payments.

### 3.3 Refunds and Credits

If the course you purchased is not what you were expecting, you can request, within 30 days of your purchase of the course, that Everdemy credit/refund your account. We reserve the right to apply for a credit or a refund, at our discretion, depending on the capabilities of our payment processing partners or the platform from which you purchased your course. No credit or refund is due to you if you request it after the 30-day guarantee time limit has passed.

To request a credit/refund, follow the steps here. As detailed in the Instructor Agreement, instructors agree that students have the right to receive these credits or refunds.

At our discretion, if we believe you are abusing our credit/refund policy, we reserve the right to ban your account and to restrict all future use of the Services. If we ban your account or disable your access to a course due to your violation of these Terms or our Trust & Safety Guidelines, you will not be eligible to receive any credit or refund.

## 4. Content and Behavior Rules

You can only use Everdemy for lawful purposes. You're responsible for all 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.

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 invites 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 our 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 Agreement before you submit any course for publication on Everdemy.

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. Everdemy complies with copyright laws. Check out our Intellectual Property Policy for more details.

Everdemy 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 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. 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. Under our Instructor Agreement, we 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.

## 5. Everdemy's Rights to Content You Post

You retain ownership of content you post to our platform, including your courses. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites.

The content you post as a student or instructor (including courses) remains yours. By posting courses and other content, you allow Everdemy to reuse and share it but you do not lose any ownership rights you may have over your content. If you are an instructor, be sure to understand the course licensing terms that are detailed in the Instructor Agreement. When you post comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize Everdemy to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit. In legal language, by submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with Everdemy for syndication, broadcast, distribution, or publication of content on other media. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

## 6. Using Everdemy at Your Own Risk

Anyone can use Everdemy to create and publish courses and instructors and we enable instructors and students to interact for teaching and learning. Like other platforms where people can post content and interact, some things can go wrong, and you use Everdemy at your own risk.

Everdemy enables anyone anywhere to create and share educational courses. We host more than 100 courses on our online learning marketplace. Our platform 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. We do not exercise any editorial control over the courses that are available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy or

truthfulness of the courses. If you enroll in a course, you rely on any information provided by an instructor at your own risk.

By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. Everdemy has no responsibility to keep such content from you and no liability for your access or enrollment in any course, to the extent permissible under applicable law. This also applies to any courses relating to health, wellness and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of courses, and by enrolling in such courses, you choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. You assume full responsibility for the choices you make before, during and after your enrollment in a course.

When you interact directly with a student or an instructor, you must be careful about the types of personal information that you share. We do not control what students and instructors do with the information they obtain from other users on the platform. You should not share your email or other personal information about you for your safety.

We do not hire or employ instructors nor are we responsible or liable for any interactions involved between instructors and students. We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of instructors or students.

When you use our Services, you will find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

## 7. Everdemy's Rights

We own the Everdemy platform and Services, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees. You can't tamper with those or use them without authorization.

All right, title, and interest in and to the Everdemy platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services (but excluding content provided by instructors and students) are and will remain the exclusive property of Everdemy and its licensors. Our platforms and services are protected by copyright, trademark, and other laws of India. Nothing gives you a right to use the Everdemy name or any of the Everdemy trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Everdemy or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the Everdemy platform and Services:

- access, tamper with, or use non-public areas of the platform, Everdemy's computer systems, or the technical delivery systems of Everdemy's service providers.
- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.



- copy, modify, create derivative works of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or content on the Everdemy platform or Services.
- access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.
- in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as Everdemy); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

## 8. Miscellaneous Legal Terms

These Terms are like any other contract, and they have boring but important legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.

### 8.1 Binding Agreement

You agree that by registering, accessing or using our Services, you are agreeing to enter into a legally binding contract with Everdemy. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.

If you are an instructor accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

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.

These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us (which include, if you are an instructor, the Instructor Agreement and the Pricing and Promotions Policy).

If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

The following sections shall survive the expiration or termination of these Terms: Sections 2 (Course Enrollment and Lifetime Access), 5 (Everdemy's Rights to Content You Post), 6 (Using



Everdemy at Your Own Risk), 7 (Everdemy's Rights), 8 (Miscellaneous Legal Terms), and 9 (Dispute Resolution).

## 8.2 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may happen that one of our instructors is making misleading statements in their course. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right. In legal, more complete language, the Services and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including the implied warranty of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will Everdemy or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features. We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

## 8.3 Limitation of Liability

There are risks inherent into using our Services, for example, if you enroll in a health and wellness course like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

## 8.4 Indemnification

If you behave in a way that gets us into legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless Everdemy, our group companies, and their officers, directors, suppliers, partners, and agents from an against any

third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the content you post or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

## 8.5 Governing Law and Jurisdiction

These Terms are governed by the laws of the Indian Jurisdiction without reference to its choice or conflicts of law principles. Where the “Dispute Resolution” section below does not apply, you and we consent to the exclusive jurisdiction and venue of federal and state courts in Indian Jurisdiction.

## 8.6 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to [help@Everdemy.com](mailto:help@Everdemy.com)).

## 8.7 Relationship Between Us

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

## 8.8 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

## 9. Dispute Resolution

If there's a dispute, our Support Team is happy to help resolve the issue. If that doesn't work and you live in the India, your options are to go to small claims court or bring a claim in binding arbitration; you may not bring that claim in another court or participate in a non-individual class action claim against us.

Most disputes can be resolved, so before bringing a formal legal case, please first try contacting our Support Team.

## 9.1 Small Claims

Either of us can bring a claim in small claims court in (a), (b) the county where you live, or (c) another place we both agree on, as long as it qualifies to be brought in that court.

## 9.2 Going to Arbitration

If we can't resolve our dispute amicably, you and Everdemy agree to resolve any claims related to these Terms (or our other legal terms) through final and binding arbitration, regardless of the type of claim or legal theory. If one of us brings a claim in court that should be arbitrated and the other party refuses to arbitrate it, the other party can ask a court to force us both to go to arbitration (compel arbitration). Either of us can also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

## 9.3 The Arbitration Process

Any disputes that involve a claim of less than \$10,000 USD must be resolved exclusively through binding non-appearance-based arbitration. A party electing arbitration must initiate proceedings by filing an arbitration demand with the American Arbitration Association (AAA). The arbitration proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes. You and we agree that the following rules will apply to the proceedings: (a) the arbitration will be conducted by telephone, online, or based solely on written submissions (at the choice of the party seeking relief); (b) the arbitration must not involve any personal appearance by the parties or witnesses (unless we and you agree otherwise); and (c) any judgment on the arbitrator's rendered award may be entered in any court with competent jurisdiction. Disputes that involve a claim of more than INR 50,000 must be resolved per the AAA's rules about whether the arbitration hearing has to be in-person.

## 9.4 No Class Actions

We both agree that we can each only bring claims against the other on an individual basis. This means: (a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator can't combine multiple people's claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator's decision or award in one person's case can only impact that user, not other users, and can't be used to decide other users' disputes. If a court decides that this "No class actions" clause isn't enforceable or valid, then this "Dispute Resolution" section will be null and void, but the rest of the Terms will still apply.

## 9.5 Changes

Notwithstanding the "Updating these Terms" section below, if Everdemy changes this "Dispute Resolution" section after the date you last indicated acceptance to these Terms, you may reject

any such change by providing Everdemy written notice of such rejection by mail or hand delivery to: Everdemy, Inc. Attn: Legal, City Centre, Pandri, Raipur - 492004, or by email from the email address associated with your Account to: [hr@Everdemy.com](mailto:hr@Everdemy.com), within 30 days of the date such change became effective, as indicated by the "last updated on" language above. To be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Everdemy in accordance with the provisions of this "Dispute Resolution" section as of the date you last indicated acceptance to these Terms.

## 10. 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 Everdemy 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.

## 11. 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.  
Thanks for teaching and learning with us. Be Able!

- Privacy and Cookie Policy

This Privacy Policy was last updated on January 1, 2020.

While we have not made any material changes to the way we process data about our users, we have updated this policy to make it shorter and easier to read, and to comply with the *Internet Crime Complaint Center* ([www.ic3.gov](http://www.ic3.gov)).

Thank you for joining the world's largest online learning marketplace. We at Everdemy, Inc. ("Everdemy", "we", "us") respect your privacy and want you to understand how we collect, use, and share data about you. This Privacy Policy covers our data collection practices and describes your rights to access, correct, or restrict our use of your personal data.

Unless we link to a different policy or state otherwise, this Privacy Policy applies when you visit or use the Everdemy website, mobile applications, APIs or related services (the “Services”).

By using the Services, you agree to the terms of this Privacy Policy. You shouldn’t use the Services if you don’t agree with this Privacy Policy or any other agreement that governs your use of the Services.

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## Cookie Policy

### 1. What Data We Get

We collect certain data from you directly, like information you enter yourself, data about your participation in courses, and data from third-party platforms you connect with Everdemy. We also collect some data automatically, like information about your device and what parts of our Services you interact with or spend time using.

#### 1.1 Data You Provide to Us

We may collect different data from or about you depending on how you use the Services. Below are some examples to help you better understand the data we collect.

When you create an account and use the Services, including through a third-party platform, we collect any data you provide directly, including:

**Account Data** In order to use certain features (like enrolling in a course), you need to create a user account. When you create or update your account, we collect and store the data you provide, like your email address, password, gender, and date of birth, and assign you a unique identifying number (“Account Data”).

**Profile Data** You can also choose to provide profile information like a photo, headline, website link, social media profiles, or other data. Your Profile Data will be publicly viewable by others.

**Shared Content** Parts of the Services let you interact with other users or share content publicly, including by posting reviews on a course page, asking or answering questions, sending messages to students or instructors, or posting photos or other work you upload. Such shared content may be publicly viewable by others depending on where it is posted.

**Course Data** When you enroll in and take courses, we collect certain data including which courses, assignments and quizzes you’ve started and completed; your exchanges with instructors, teaching assistants, and other students; and essays, answers to questions, and other items submitted to satisfy course requirements.

**Student Payment Data** If you make purchases, we collect certain data about your purchase (such as your name and zip code) as necessary to process your order. You must provide certain payment and billing data directly to our payment processing partners, including your name, credit card information, billing address, and zip code. For security, Everdemy does not collect or store sensitive cardholder data, such as full credit card numbers or card authentication data.

**Instructor Payment Data** If you are an instructor, you can link your BHIM UPI, Phonepe, Google Pay, NEFT or other payment account to the Services to receive payments. When you link a payment account, we collect and use certain information, including your payment account email address, account ID, physical address, or other data necessary for us to send payments to your account. In order to comply with applicable laws, we also work with trusted third parties who collect tax information as legally required. This tax information may include residency information, tax identification numbers, biographical information, and other personal information necessary for taxation purposes. For security, Everdemy does not collect or store sensitive bank account information. The collection, use, and disclosure of your payment, billing, and taxation data is subject to the privacy policy and other terms of your payment account provider.

#### **Data About Your Accounts on Other Services**

We may obtain certain information through your social media or other online accounts if they are connected to your Everdemy account. If you login to Everdemy via Facebook or another third-party platform or service, we ask for your permission to access certain information about that other account. For example, depending on the platform or service we may collect your name, profile picture, account ID number, login email address, location, physical location of your access devices, gender, birthday, and list of friends or contacts.

Those platforms and services make information available to us through their APIs. The information we receive depends on what information you (via your privacy settings) or the platform or service decide to give us.

If you access or use our Services through a third-party platform or service, or click on any third-party links, the collection, use, and sharing of your data will also be subject to the privacy policies and other agreements of that third party.

**Sweepstakes, Promotions, and Surveys** We may invite you to complete a survey or participate in a promotion (like a contest, sweepstakes, or challenge), either through the Services or a third-party platform. If you participate, we will collect and store the data you provide as part of participating, such as your name, email address, date of birth, or phone number. That data is subject to this Privacy Policy unless otherwise stated in the official rules of the promotion or in another privacy policy. The data collected will be used to administer the promotion or survey, including for notifying winners and distributing rewards. To receive a reward, you may be required to allow us to post some of your information publicly (like on a winner's page). Where we use a third-party platform to administer a survey or promotion, the third party's privacy policy will apply.

**Communications and Support** If you contact us for support or to report a problem or concern (regardless of whether you have created an account), we collect and store your contact information, messages, and other data about you like your name, email address, location, operating system, IP address, and any other data you provide or that we collect through automated means (which we cover below). We use this data to respond to you and research your question or concern, in accordance with this Privacy Policy.

The data listed above is stored by us and associated with your account.

## 1.2 Data We Collect through Automated Means

When you access the Services (including browsing courses), we collect certain data by automated means, including:

**System Data** Technical data about your computer or device, like your IP address, device type, operating system type and version, unique device identifiers, browser, browser language, domain and other systems data, and platform types (“System Data”).

**Usage Data** Usage statistics about your interactions with the Services, including courses accessed, time spent on pages or the Service, pages visited, features used, your search queries, click data, date and time, and other data regarding your use of the Services (“Usage Data”).

**Approximate Geographic Data** An approximate geographic location, including information like country, city, and geographic coordinates, calculated based on your IP address.

The data listed above is collected through the use of server log files and tracking technologies, as detailed in the “Cookies and Data Collection Tools” section below. It is stored by us and associated with your account.

## 2. How We Get Data About You

We use tools like cookies, web beacons, analytics services, and advertising providers to gather the data listed above. Some of these tools offer you the ability to opt out of data collection.

### 2.1 Cookies and Data Collection Tools

As detailed in our Cookie Policy, Everdemy and service providers acting on our behalf (like Google Analytics and third party advertisers) use server log files and automated data collection tools like cookies, tags, scripts, customized links, device or browser fingerprints, and web beacons (together, “Data Collection Tools”) when you access and use the Services. These Data Collection Tools automatically track and collect certain System Data and Usage Data (as detailed in Section 1) when you use the Services. In some cases, we tie data gathered through those Data Collection Tools to other data that we collect as described in this Privacy Policy.

We use cookies (small files that websites send to your device to uniquely identify your browser or device or to store data in your browser) for things like analyzing your use of the Services, personalizing your experience, making it easier to log into the Services, and recognizing you when you return. We use web beacons (small objects that allow us to measure the actions of visitors and users using the Services) for things like identifying whether a page was visited, identifying whether an email was opened, and advertising more efficiently by excluding current



users from certain promotional messages or identifying the source of a new mobile app download.

Everdemy uses the following types of cookies:

**Preferences:** cookies that remember data about your browser and preferred settings that affect the appearance and behavior of the Services (like your preferred language).

**Security:** cookies used to enable you to log in and access the Services; protect against fraudulent logins; and help detect and prevent abuse or unauthorized use of your account.

**Functional:** cookies that store functional settings (like the volume level you set for video playback).

**Session State:** cookies that track your interactions with the Services to help us improve the Services and your browsing experience, remember your login details, and enable processing of your course purchases. These are strictly necessary for the Services to work properly, so if you disable them then certain functionalities will break or be unavailable.

You can set your web browser to alert you about attempts to place cookies on your computer, limit the types of cookies you allow, or refuse cookies altogether. If you do, you may not be able to use some or all features of the Services, and your experience may be different or less functional.

Some of the third-party partners who provide certain features on our site may also use Local Storage Objects (also known as flash cookies or LSOs) to collect and store data.

## 2.2 Analytics

We use third-party browser and mobile analytics services like Google Analytics, Hotjar, and Intercom on the Services. These services use Data Collection Tools to help us analyze your use of the Services, including information like the third-party website you arrive from, how often you visit, events within the Services, usage and performance data, and where the application was downloaded from. We use this data to improve the Services, better understand how the Services perform on different devices, and provide information that may be of interest to you.

## 2.3 Online Advertising

We use third-party advertising services like Taboola, Facebook, Google's ad services, and other ad networks and ad servers to deliver advertising about our Services on other websites and applications you use. The ads may be based on things we know about you, like your Usage Data and System Data (as detailed in Section 1), and things that these ad service providers know about you based on their tracking data. The ads can be based on your recent activity or activity over time and across other sites and services, and may be tailored to your interests.

Depending on the types of advertising services we use, they may place cookies or other tracking technologies on your computer, phone, or other device to collect data about your use of our Services, and may access those tracking technologies in order to serve these tailored advertisements to you. To help deliver tailored advertising, we may provide these service

providers with a hashed, anonymized version of your email address (in a non-human-readable form) and content that you share publicly on the Services.

When using mobile applications you may also receive tailored in-app advertisements. Apple iOS, Android OS, and Microsoft Windows each provide their own instructions on how to control in-app tailored advertising. For other devices and operating systems, you should review your privacy settings or contact your platform operator.

### 3. What We Use Your Data For

We use your data to do things like provide our Services, communicate with you, troubleshoot issues, secure against fraud and abuse, improve and update our Services, analyze how people use our Services, serve personalized advertising, and as required by law or necessary for safety and integrity.

We use the data we collect through your use of the Services to:

Provide and administer the Services, including to display customized content and facilitate communication with other users;

Process your requests and orders for courses, products, specific services, information, or features;

Communicate with you about your account by:

Responding to your questions and concerns;

Sending you administrative messages and information, including messages from instructors and teaching assistants, notifications about changes to our Service, and updates to our agreements;

Sending you information and in-app messages about your progress in courses, rewards programs, new services, new features, promotions, newsletters, and other available courses (which you can opt out of at any time);

Sending push notifications to your wireless device to provide updates and other relevant messages (which you can manage from the “options” or “settings” page of the mobile app);

Manage your account preferences;

Facilitate the Services’ technical functioning, including troubleshooting and resolving issues, securing the Services, and preventing fraud and abuse;

Solicit feedback from users;

Market and administer surveys and promotions administered or sponsored by Everdemy;

Learn more about you by linking your data with additional data through third-party data providers or analyzing the data with the help of analytics service providers;

Identify unique users across devices;

Tailor advertisements across devices;

Improve our Services and develop new products, services, and features;

Analyze trends and traffic, track purchases, and track usage data;

Advertise the Services on third-party websites and applications;

As required or permitted by law; or

As we, in our sole discretion, otherwise determine to be necessary to ensure the safety or integrity of our users, employees, third parties, the public, or our Services.

#### 4. Who We Share Your Data With

We share certain data about you with instructors, other students, companies performing services for us, our business partners, analytics and data enrichment providers, your social media providers, companies helping us run promotions and surveys, and advertising companies who help us promote our Services. We may also share your data as needed for security, legal compliance, or as part of a corporate restructuring. Lastly, we can share data in other ways if it is aggregated or de-identified or if we get your consent.

We may share your data with third parties under the following circumstances or as otherwise described in this Privacy Policy:

**With Your Instructors:** We share data that we have about you (except your email address) with instructors or teaching assistants for courses you enroll in or request information about, so they can improve their courses for you and other students. This data may include things like your city, country, browser language, operating system, device settings, the site that brought you to Everdemy, and your activities on Everdemy. If we collect additional data about you (like age or gender), we may share that too. We will not share your email address with instructors or teaching assistants. We also enable our instructors to implement Google Analytics on their course pages to track sources of traffic to their courses and optimize their course pages.

**With Other Students and Instructors:** Depending on your settings, your shared content and profile data may be publicly viewable, including to other students and instructors. If you ask a question to an instructor or teaching assistant, your information (including your name) may also be publicly viewable by other users depending on your settings.

**With Service Providers, Contractors, and Agents:** We share your data with third-party companies who perform services on our behalf, like payment processing, data analysis, marketing and advertising services (including retargeted advertising), email and hosting services, and customer services and support. These service providers may access your personal data and are required to use it solely as we direct, to provide our requested service.

**With Business Partners:** We have agreements with other websites and platforms to distribute our Services and drive traffic to Everdemy. For example, we work with Benesse in Japan. Depending on your location, we may share your data with these partners.

**With Analytics and Data Enrichment Services:** As part of our use of third-party analytics tools like Google Analytics and data enrichment services like Clearbit, we share certain contact information, Account Data, System Data, Usage Data (as detailed in Section 1), or de-identified data as needed. De-identified data means data where we've removed things like your name and email address and replaced it with a token ID. This allows these providers to provide analytics services or match your data with publicly-available database information (including contact and social information from other sources). We do this to communicate with you in a more effective and customized manner.

**To Power Social Media Features:** The social media features in the Services (like the Facebook Like button) may allow the third-party social media provider to collect things like your IP address and which page of the Services you're visiting, and to set a cookie to enable the feature. Your interactions with these features are governed by the third-party company's privacy policy.

To Administer Promotions and Surveys: we may share your data as necessary to administer, market, or sponsor promotions and surveys you choose to participate in, as required by applicable law (like to provide a winners list or make required filings), or in accordance with the rules of the promotion or survey.

For Advertising: If we decide to offer advertising in the future, we may use and share certain System Data and Usage Data with third-party advertisers and networks to show general demographic and preference information among our users. We may also allow advertisers to collect System Data through Data Collection Tools (as detailed in Section 2.1), and to use this data to offer you targeted ad delivery to personalize your user experience (through behavioral advertising) and undertake web analytics. Advertisers may also share with us the data they collect about you. To learn more or opt out from participating ad networks' behavioral advertising, see Section 6.1 (Your Choices About the Use of Your Data) below. Note that if you opt out, you'll continue to be served generic ads.

For Security and Legal Compliance: We may disclose your data to third parties if we (in our sole discretion) have a good faith belief that the disclosure is:

Permitted or required by law;

Requested as part of a judicial, governmental, or legal inquiry, order, or proceeding;

Reasonably necessary as part of a valid subpoena, warrant, or other legally-valid request;

Reasonably necessary to enforce our Terms of Use, Privacy Policy, and other legal agreements;

Required to detect, prevent, or address fraud, abuse, misuse, potential violations of law (or rule or regulation), or security or technical issues; or

Reasonably necessary in our discretion to protect against imminent harm to the rights, property, or safety of Everdemy, our users, employees, members of the public, or our Services.

We may also disclose data about you to our auditors and legal advisors in order to assess our disclosure obligations and rights under this Privacy Policy.

During a Change in Control: If Everdemy undergoes a business transaction like a merger, acquisition, corporate divestiture, or dissolution (including bankruptcy), or a sale of all or some of its assets, we may share, disclose, or transfer all of your data to the successor organization during such transition or in contemplation of a transition (including during due diligence).

After Aggregation/De-identification: we can disclose or use aggregate or de-identified data for any purpose.

With Your Permission: with your consent, we may share data to third parties outside the scope of this Privacy Policy.

## 5. Security

We use appropriate security based on the type and sensitivity of data being stored. As with any internet-enabled system, there is always a risk of unauthorized access, so it's important to protect your password and to contact us if you suspect any unauthorized access to your account.

Everdemy takes appropriate security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal data that we collect and store. These measures vary based on the type and sensitivity of the data. Unfortunately, however, no system can be 100% secured, so we cannot guarantee that communications between you and

Everdemy, the Services, or any information provided to us in connection with the data we collect through the Services will be free from unauthorized access by third parties. Your password is an important part of our security system, and it is your responsibility to protect it. You should not share your password with any third party, and if you believe your password or account has been compromised, you should change it immediately and contact [admin@Everdemy.com](mailto:admin@Everdemy.com) with any concerns.

## 6. Your Rights

You have certain rights around the use of your data, including the ability to opt out of promotional emails, cookies, and collection of your data by certain analytics providers. You can update or terminate your account from within our Services, and can also contact us for individual rights requests about your personal data. Parents who believe we've unintentionally collected personal data about their underage child should contact us for help deleting that information.

### 6.1 Your Choices About the Use of Your Data

You can choose not to provide certain data to us, but you may not be able to use certain features of the Services.

To stop receiving promotional communications from us, you can opt out by using the unsubscribe mechanism in the promotional communication you receive or by changing the email preferences in your account. Note that regardless of your email preference settings, we will send you transactional and relationship messages regarding the Services, including administrative confirmations, order confirmations, important updates about the Services, and notices about our policies.

The browser or device you use may allow you to control cookies and other types of local data storage. Your wireless device may also allow you to control whether location or other data is collected and shared. You can manage Adobe's LSOs through their Website Storage Settings panel.

To get information and control cookies used for tailored advertising from participating companies, see the consumer opt-out pages for the Network Advertising Initiative and Digital Advertising Alliance. To opt out of allowing Google Analytics, Hotjar, Mixpanel, ZoomInfo, or Clearbit to use your data for analytics or enrichment, see the Google Analytics Opt-out Browser Add-on, Hotjar Opt-Out Cookie, Mixpanel Opt-Out Cookie, ZoomInfo's policy, and Clearbit data claiming mechanism.

If you have any questions about your data, our use of it, or your rights, contact us [admin@Everdemy.com](mailto:admin@Everdemy.com).

### 6.2 Accessing, Updating, and Deleting Your Personal Data

You can access and update your personal data that Everdemy collects and maintains as follows:

To update data you provide directly, log into your account and update your account at any time.

To terminate your account:

If you are a student, visit your profile settings page and follow the steps detailed here.

If you are an instructor, follow the steps detailed here.

If you have any issues terminating your account, email us at [support@Everdemy.com](mailto:support@Everdemy.com) or via our Support Center.

Please note: even after your account is terminated, some or all of your data may still be visible to others, including without limitation any data that has been (a) copied, stored, or disseminated by other users (including in course comment); (b) shared or disseminated by you or others (including in your shared content); or (c) posted to a third-party platform. Even after your account is terminated, we retain your data for as long as we have a legitimate purpose to do so (and in accordance with applicable law), including to assist with legal obligations, resolve disputes, and enforce our agreements. We may retain and disclose such data pursuant to this Privacy Policy after your account has been terminated.

To request to access, correct, or delete your personal data, email [privacy@Everdemy.com](mailto:privacy@Everdemy.com) or write to us at Everdemy, Inc., Attn:Ascent Edutech, Pandri, 36 INC, Raipur. Please allow up to 30 days for a response. For your protection, we may require that the request be sent through the email address associated with your account, and we may need to verify your identity before implementing your request. Please note that we retain certain data where we have a lawful basis to do so, including for mandatory record-keeping and to complete transactions.

### 6.3 Our Policy Concerning Children

We recognize the privacy interests of children and encourage parents and guardians to take an active role in their children's online activities and interests. Children under 13 (or under 16 in the European Economic Area) should not use the Services. If we learn that we've collected personal data from a child under those ages, we will take reasonable steps to delete it.

Parents who believe that Everdemy may have collected personal data from a child under those ages can submit a request that it be removed to [admin@Everdemy.com](mailto:admin@Everdemy.com).

## 7. Jurisdiction-Specific Rules

If you live in India, you have certain rights related to accessing and deleting your data, as well as learning who we share your data with. If you live in Australia, you have the right to make a formal complaint with the appropriate government agency. Users outside of the United States should note that we transfer data to the US and other areas outside of the European Economic Area.

### 7.1 Users in India

Users who are India residents have certain rights under the India Consumer Privacy Act, ("CCPA"). If you are an eligible India user, included in these rights are:

"Right to Information" — You have the right to request to know more about the categories and specific pieces of personal information that we have collected about you and access a copy of your personal information.

"Right to Deletion" — You have the right to request deletion of personal information that we have collected about you.

“Right to Non-Discrimination” — If you choose to exercise any of your rights under CCPA, Everdemy will treat you like all other users. In other words, there is no penalty for exercising your rights under CCPA.

To exercise any of these rights under CCPA, please email [privacy@Everdemy.com](mailto:privacy@Everdemy.com) or write to us at Everdemy, Inc., Attn: Privacy/Legal Team, 600 Harrison Street, 3rd floor, San Francisco CA 94107. As part of the CCPA you may designate an authorized agent to make these requests on your behalf. For your protection, we may require that the request be sent through the email address associated with your account, and we may need to verify you and/or your agent’s identity before fulfilling your request.

Additionally, for more information about the personal information we collect and how we collect it, please see the sections above entitled “What Data We Get” and “How We Get Data About You.”

To learn about the business and commercial purposes for which your personal information is collected and the categories of service providers who have access to your personal information, please see the sections above entitled “What We Use Your Data For” and “Who We Share Your Data With.”

Most importantly, per the CCPA, Everdemy does not sell your personal information or the personal information of any of our users.

As a India resident, you also have the right to request certain details about what personal information we share with third parties for those third parties’ direct marketing purposes. To submit your request, send an email to [privacy@Everdemy.com](mailto:privacy@Everdemy.com) with the phrase “India Shine the Light” and include your mailing address, state of residence, and email address.

Since the internet industry is still working on Do Not Track standards, solutions, and implementations, we do not currently recognize or respond to browser-initiated Do Not Track signals.

## 7.2 Users in Nevada

As is the case for all of its users, Everdemy does not sell its users’ personal information or personal data. Nonetheless, if you are a resident of Nevada, and would like to request that we do not sell your personal information, you can request to opt out of the sale of covered information by emailing [privacy@Everdemy.com](mailto:privacy@Everdemy.com) or writing to us at Everdemy, Inc., Attn: Privacy/Legal Team, 600 Harrison Street, 3rd floor, San Francisco CA 94107.

## 7.3 Users in Australia

If you are an Australia resident and you have a complaint, you may refer it to the office of the Australian Information Commissioner (“OAIC”). You can contact OAIC by visiting [www.oaic.gov.au](http://www.oaic.gov.au); forwarding an email to [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au); telephoning 1300 363 992; or writing to OAIC at GPO Box 5218, Sydney NSW 2001.



#### 7.4 Users Outside of the U.S.

Everdemy, Inc. is headquartered in India, and in order to provide the Services to you, we must transfer your data to the United States and process it there. By visiting or using our Services, you consent to storage of your data on servers located in the United States. If you are using the Services from outside the United States, you consent to the transfer, storage, and processing of your data in and to the United States or other countries. Specifically, personal data collected in the United Kingdom (“UK”), Switzerland, and the European Economic Area (“EEA”) is transferred and stored outside those areas. Additionally, if you are located in the UK, EEA, or Switzerland, you also have the right to lodge a complaint with your data supervisory authority.

That data is also processed outside of the UK, Switzerland, and the EEA by our Everdemy group companies, or our service providers, including to process transactions, facilitate payments, and provide support services as described in Section 4. We have entered into data processing agreements with our service providers that restrict and regulate their processing of your data on our behalf. By submitting your data or using our Services, you consent to this transfer, storage, and processing by Everdemy and its processors.

#### 8. Updates & Contact Info

When we make a material change to this policy, we will notify users via email, in-product notice, or another mechanism required by law. Changes become effective the day they’re posted. Please contact us via email or postal mail with any questions, concerns, or disputes.

##### 8.1 Modifications to This Privacy Policy

From time to time, we may update this Privacy Policy. If we make any material change to it, we will notify you via email, through a notification posted on the Services, or as required by applicable law. We will also include a summary of the key changes. Unless stated otherwise, modifications will become effective on the day they are posted.

As permitted by applicable law, if you continue to use the Services after the effective date of any change, then your access and/or use will be deemed an acceptance of (and agreement to follow and be bound by) the revised Privacy Policy. The revised Privacy Policy supersedes all previous Privacy Policies.

##### 8.2 Interpretation

Any capitalized terms not defined in this policy are defined as specified in Everdemy's Terms of Use. Any version of this Privacy Policy in a language other than English is provided for convenience. If there is any conflict with a non-English version, you agree that the English language version will control.

##### 8.3 Questions

If you have any questions, concerns, or disputes regarding our Privacy Policy, please feel free to contact our privacy team (including our designated personal information protection manager)

at [privacy@Everdemy.com](mailto:privacy@Everdemy.com). You can also send postal mail to us at Everdemy, 36 INC, Pandri, Raipur.

## Cookie Policy

This Cookie Policy was last updated on January 1, 2020

### What are cookies?

Cookies are small text files stored by your browser as you browse the internet. They can be used to collect, store, and share data about your activities across websites, including on Everdemy. Cookies also allow us to remember things about your visits to Everdemy, like your preferred language, and to make the site easier to use.

We use both session cookies, which expire after a short time or when you close your browser, and persistent cookies, which remain stored in your browser for a set period of time. We use session cookies to identify you during a single browsing session, like when you log into Everdemy. We use persistent cookies where we need to identify you over a longer period, like when you request that we keep you signed in.

### Why does Everdemy use cookies and similar technologies?

We use cookies and similar technologies like web beacons, pixel tags, or local shared objects (“flash cookies”), to deliver, measure, and improve our services in various ways. We use these cookies both when you visit our site and services through a browser and through our mobile app. As we adopt additional technology, we may also gather additional data through other methods.

We use cookies for the following purposes:

#### Authentication and security

To log you into Everdemy

To protect your security

To help detect and fight spam, abuse, and other activities that violate Everdemy’s agreements

For example, cookies help authenticate your access to Everdemy and prevent unauthorized parties from accessing your accounts.

#### Preferences

To remember data about your browser and your preferences

To remember your settings and other choices you’ve made

For example, cookies help us remember your preferred language or the country you’re in, so we can provide content in your preferred language without asking each time you visit.

#### Analytics and research

To help us improve and understand how people use Everdemy

For example, cookies help us test different versions of Everdemy to see which features or content users prefer, web beacons help us determine which email messages are opened, and cookies help us see how you interact with Everdemy, like the links you click on.

We also work with a number of analytics partners, including Google Analytics and Mixpanel, who use cookies and similar technologies to help us analyze how users use the Services, including by noting the sites from which you arrive. Those service providers may either collect that data themselves or we may disclose it to them.

You can opt out of some of these services through tools like the Google Analytics Opt-out Browser Add-on and Hotjar Opt-Out Cookie.

#### Personalized content

To customize Everdemy with more relevant content

For example, cookies help us show a personalized list of recommended courses on the homepage.

#### Advertising

To provide you with more relevant advertising

To learn more about targeting and advertising cookies and how you can opt out, visit [www.allaboutcookies.org/manage-cookies/index.html](http://www.allaboutcookies.org/manage-cookies/index.html)

Please note that where advertising technology is integrated into the Services, you may still receive advertising on other websites and applications, but it will not be tailored to your interests.

When using mobile applications you may also receive tailored in-app advertisements. Apple iOS, Android OS, and Microsoft Windows each provide its own instructions on how to control in-app tailored advertising. For other devices and operating systems, you should review your privacy settings or contact your platform operator.

#### What are my privacy options?

You have a number of options to control or limit how we and our partners use cookies:

Most browsers automatically accept cookies, but you can change your browser settings to decline cookies by consulting your browser's support articles. If you decide to decline cookies, please note that you may not be able to sign in, customize, or use some interactive features in the Services.

Flash cookies operate differently than browser cookies, so your browser's cookie-management tools may not remove them. To learn more about how to manage Flash cookies, see Adobe's article on managing flash cookies and Website Storage Settings panel.

To get information and control cookies used for tailored advertising from participating companies, see the consumer opt-out pages for the Network Advertising Initiative and Digital Advertising Alliance, or if you're located in the European Union, visit the Your Online Choices

site. To opt out of Google Analytics' display advertising or customize Google Display Network ads, visit the Google Ads Settings page.

For general information about targeting cookies and how to disable them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

#### Updates & Contact Info

From time to time, we may update this Cookie Policy. If we do, we'll notify you by posting the policy on our site with a new effective date. If we make any material changes, we'll take reasonable steps to notify you in advance of the planned change.

If you have any questions about our use of cookies, please email us at [privacy@Everdemy.com](mailto:privacy@Everdemy.com).

## ● Everdemy API & Hardware Agreement

These API Terms were last updated on December 4, 2018.

To help our instructors and affiliates get the most out of Everdemy, we (Everdemy, Inc.) offer a set of APIs, developer tools, and associated software (together, the "APIs"). By accessing or using the APIs, you (or the company you represent) agree to be bound by the terms below, which may be updated from time to time, and by any applicable policies and guidelines (collectively, the "Terms").

### 1. Registering for the APIs

1.1 Accepting the Terms. You must be at least 18 years of age to use the APIs. You may not access the APIs if you are barred from using or receiving the APIs under the applicable laws of the United States or other countries, including the country in which you reside or from which you use the APIs.

1.2 Use on Entity's Behalf. If you are using the APIs on behalf of a company or other entity, you represent and warrant that you have full legal authority to bind it to these Terms and acknowledge that all references to "you" in the Terms refer to that entity.

1.3 Updating Your Information. When you register for the APIs, we may require you to submit information about yourself. You must provide and continue to provide accurate and complete information, including a valid email address.

### 2. Using the APIs & API Data

2.1 Access to APIs. Subject to these Terms, we grant you a non-exclusive, non-transferable, revocable right, without the right of sublicense, to access and use the APIs to create

applications, websites, or other tools using the APIs (each, an “App”). When you use the APIs, you do not acquire ownership of any rights to the APIs, nor to any data or content accessed through them (“Content”).

2.2 Permitted Uses. You will comply with all applicable laws, including laws regarding the import or export of data or software, privacy laws, and local laws. You may only access those APIs for which we provide documentation at <https://www.Everdemy.com/developers> (“Developer Documentation”), and you will comply with all guidelines posted there. Content accessible through the APIs may be subject to intellectual property and data privacy rights. Where it is, you may not use it unless you are permitted to do so by the owner of that content or are otherwise permitted by law.

2.3 Everdemy Terms and Policies. By Using our APIs you agree that Everdemy may use submitted information in accordance with our Terms of Use, Instructor Agreement, Affiliate Terms & Conditions, and Privacy Policy.

2.4 Limits and Restrictions. We set and enforce limits on your use of the APIs in our sole discretion. We may change the limits at any time by revising the Developer Documentation. You agree that you will not:

- attempt to circumvent the limitations documented in the Developer Documentation;
- create an App that is for commercial or other non-personal use (except that you may use the Affiliate API for commercial activities authorized under our [Affiliate Terms & Conditions](#);
- create an App that recreates a core functionality of, or replaces, any Everdemy product or service in a way that is likely to cause us reputational or financial damage;
- cache or store any personal data, as defined by applicable data privacy laws such as the Indian Protection Act. combine or enrich any personal data with data obtained through third-party sources;
- collect, store, or share Everdemy account passwords;
- copy, reformat, reverse-engineer, or otherwise modify the APIs or any Everdemy product or service; or
- engage in any deceptive, misleading, illegal or unethical activities, or activities that otherwise may be detrimental to the APIs, Everdemy, our users, or the public.

2.5 Sharing Apps. You will not share or sell the Apps you develop, except that you may share these Apps with co-instructors and teaching assistants for use in developing, maintaining, or supporting courses for which you are an instructor. Co-instructors and teaching assistants using your App must use their own token for authentication. You will not share any passwords, keys, tokens, secret, or other access credentials that allow you to access the APIs or Content (“Developer Credentials”).

2.6 Security. You will always use and have in effect appropriate administrative, physical, and technical safeguards that (a) meet or exceed industry standards with respect to the sensitivity of

the data you are accessing; (b) are compliant with applicable laws and regulations (including data security and privacy laws and regulations), and (c) are designed to prevent unauthorized access, use, processing, storage, destruction, loss, alteration, or disclosure of personal data. You will keep confidential all Developer Credentials that we issue to you. You will work with us to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. If your App experiences a security deficiency or intrusion, you will coordinate with us on any public statements (e.g. press, blog posts, social media, etc.) before publishing them.

2.7 Deletion. You must immediately delete all Content if we terminate your use of the APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

2.8 Monitoring. You agree that we may monitor your use of the APIs to ensure quality, improve our products and services, and verify your compliance with the Terms. You agree to assist us with this monitoring by providing us with information about your App and storage of Content, which may also include access to your App and other materials related to your use of the APIs. If you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to the APIs without notice to you.

### 3. Rights We Reserve

At any point in the future, we reserve the right to do any of the following: charge fees for access to any of the APIs, offer or cease to offer support for the APIs, modify the APIs and require you to use those subsequent versions, require you to use the API in a different manner, deprecate any API in our sole discretion, or independently develop products or services that may serve the same purpose as your Apps.

If we determine that your use of the APIs or Developer Credentials is against the interests of us or our users, we reserve the right to deactivate any Developer Credentials you have obtained, block your IP address, or otherwise block your use of the APIs.

### 4. Feedback

Any feedback, comments, or suggestions you may provide regarding Everdemy or the APIs are entirely voluntary and non-confidential and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

### 5. Term & Termination

These Terms will apply for as long as you use the APIs, until terminated. You may terminate these Terms by discontinuing use of the APIs. We may suspend or terminate your use of all or any of the APIs for any reason and at any time, without liability or other obligation to you.

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API and delete any cached or stored Content.

## 6. Disclaimers & Limitations of Liability

6.1 Warranties. To the extent permitted by law, we provide the APIs “as-is” without warranty of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. We make no representations or warranties about the suitability, reliability, availability, timeliness, security, or accuracy of the APIs or the Content for any purpose. We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

6.2 No Indirect Damages. To the extent permitted by law, in no event shall either party be responsible for any indirect, punitive, or consequential damages, including lost profits or business opportunities.

6.3 Limitation of Liability. If, notwithstanding these Terms, we are determined to have any liability to you or any third party, you and we agree that Everdemy’s liability will be limited to the amount, if any, that you paid us to use the applicable APIs during the six months prior to the event giving rise to the liability.

## 7. Indemnification

You agree to indemnify, defend (if we so request), and hold us harmless, at your expense, against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) your use of the APIs; (b) your violation of these Terms; (c) your violation of applicable privacy laws or regulations; or (d) your violation of any rights of a third party. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

## 8. Miscellaneous Legal Terms

8.1 Entire Agreement; Severability. You agree that by registering for, accessing, or using the APIs, you are agreeing to enter into a legally binding contract with Everdemy. 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. These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us. If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.



8.2 Amendment; No Waiver. 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). We reserve the right to make changes to these Terms at any time at our sole discretion. 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 the day after they are posted unless stated otherwise. Your continued use of the APIs after changes become effective shall mean that you accept those changes. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

8.3 Governing Law. These Terms are governed by the laws of India, USA without reference to its choice or conflicts of law principles. You and we consent to the exclusive jurisdiction and venue of federal and state courts in India.

8.5 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

8.6 Branding. Nothing in these Terms gives you a right to use the Everdemy name or any of the Everdemy trademarks, logos, domain names, and other distinctive brand features.

8.7 Notices. No action, regardless of form, arising out of or relating to these Terms may be brought by either party more than one (1) year after the cause of action has accrued. Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to admin@Everdemy.com), and shall be deemed delivered as of the date of actual receipt.

8.8 No Assignment. You may not assign or transfer these Terms (or the rights and licenses granted under them). We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

8.9 Injunctive Relief. You acknowledge that the unauthorized use or disclosure of the Content or any Developer Credentials may cause irreparable harm to us or our users. Accordingly, you agree that we will have the right to obtain an immediate injunction against any breach or threatened breach of these Terms, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8.10 Survival. The following sections shall survive the expiration or termination of these Terms: 2.6 (Security), 2.7 (Deletion), 3 (Rights We Reserve), 4 (Feedback), 5 (Term & Termination), 6 (Disclaimers & Limitations of Liability), 7 (Indemnification), and 8 (Miscellaneous Legal Terms).

## ● Instructor Terms

These Instructor Terms were last updated January 27th, 2019.

When you sign up to become an instructor on the Everdemy platform, you agree to abide by these Instructor Terms ("Terms"). These Terms cover details about the aspects of the Everdemy 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 Everdemy, Inc. (a Delaware corporation in India), regardless of whether another Everdemy 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 Everdemy 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 Everdemy resources, including support services.

## 2. License to Everdemy

You grant Everdemy 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, Everdemy'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) Everdemy'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 Everdemy 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 Everdemy'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 Everdemy's Trust & Safety policies, Restricted Topics policy, and other course quality standards or policies prescribed by Everdemy 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 Everdemy'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 Everdemy or bring Everdemy into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates Everdemy's policies; or
- as determined by Everdemy in its sole discretion.

### 3.2 Co-Instructors and Teaching Assistants

The Everdemy 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 Everdemy account and courses. Everdemy 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 Everdemy platform, and that you won't solicit additional personal data or store students' personal data outside the Everdemy platform. You will indemnify Everdemy 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 Everdemy 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 Everdemy and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests.

You agree that Everdemy and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to [admin@Everdemy.com](mailto:admin@Everdemy.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 Everdemy 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 Everdemy 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

Everdemy 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 Everdemy 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 Everdemy 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 Everdemy'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.

Everdemy makes all instructor payments in INR 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 INR).

### 5.2 Receiving Payments

For us to pay you in a timely manner, you must own a UP. 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 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 Indian. 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 Everdemy courses or your participation on Everdemy; 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 India 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 Everdemy 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 Everdemy). 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 Indian 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 Everdemy 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 Everdemy), 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.



## ● Affiliate Terms & Condition

These Affiliate Terms & Conditions were last updated on September 4, 2017.

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”, OR “YOURS”), AND Everdemy, 36INC in City Centre,Raipur, India, (“Everdemy”, “WE”, “US”, OR “OUR”). BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THESE AFFILIATE TERMS AND CONDITIONS (“AFFILIATE TERMS”) YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THESE AFFILIATE TERMS AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION HEREIN.

Any version of these Affiliate 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.

All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in Everdemy’s Terms of Use, Pricing and Promotions Policy or the Publisher Membership Agreement.

### 1. Overview

These Affiliate Terms contain the complete terms and conditions that apply to You when becoming an affiliate in Everdemy’s affiliate program (the “Affiliate Program”). The purpose of these Affiliate Terms is to allow You to make affiliate commissions through sales generated from Your website to Our Services in the manner set forth herein.

### 2. Enrollment in the Affiliate Program

(a) Application Completion. If You have not already done so, You need to complete an application to the Affiliate Program (the “Application”). You need to identify Your website, describe how You plan to promote Everdemy’s Services on Your website, and provide certain contact information. The Application can be found at [www.Everdemy.com/affiliate/](http://www.Everdemy.com/affiliate/).

(b) Acceptance of Your Application. If we choose to accept Your Application, You will receive an email notification confirming that Your Application has been approved. You understand and agree that We may accept or reject Your Application at Our sole discretion. Your Application will be rejected if any of the information You provide is incorrect or incomplete, if Your website promotes materials of a sexual, pornographic, violent, or defamatory nature, if You or Your website discriminate, violate any applicable law, or violate any person’s intellectual property rights, or for any other reason We may deem fit to reject Your Application.

(c) Access to our Affiliate Program. If We have accepted Your Application, We will send You a welcome email with Your login details so that You may enter Our secure affiliate center. From this center You will be able to download Promotional Materials and qualifying links as well as

access Your reports which will describe Our calculation of the affiliate commissions due to You. It is Your responsibility to keep Your username and password information secure. For purposes of clarity, Promotional Materials is defined as banners, text links, article copy, and access to data feeds.

(d) You will ensure that your information including your email address is at all times complete, accurate and up-to-date. We may send communications to the email address associated with your account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

(e) You must be in good standing with the Federal Trade Commission (the "FTC") and in compliance with all FTC guidelines. As an Affiliate, you also understand and agree that you have read and fully agree to the terms listed on the Official FTC Website. Specific requirements and examples for Everdemy Affiliates can be found here.

### 3. Specific Obligations of Affiliates

As a member of Our Affiliate Program, You represent, warrant, and covenant that You will:

(a) Link to Our Services. You will implement the links, banners, and other means of linking Your website to Our Services (collectively, "Referral Links") pursuant to the referral specifications set forth on the Affiliate Program on Rakuten Linkshare ("Referral Specifications"). On this page You will be able to download certain technical materials, including links, HTML code, banner ads, copy and other content, and any documentation for the foregoing (collectively, "Referral Materials"). When Our customers click through the Referral Links to purchase an item on the Everdemy site, you can receive commissions for qualifying purchases as described in Affiliate Commissions.

(b) Maintain Your Site: The maintenance and the updating of Your website will be Your responsibility. Everdemy will notify you via email of any changes to these Terms and our Referral Materials. However, as a member of Our Affiliate Program and because Our information is updated often, it will be necessary for You to update the Referral Materials on Your website to maintain consistency and accuracy between Our Services and the Referral Specifications.

(d) Follow and Comply with All Copyright Laws: It is entirely Your responsibility to follow and comply with all applicable copyright and other laws that pertain to Your website. We will not be responsible if You use another person's copyrighted material in violation of the law.

(e) Not to solicit Our Instructors: As a member of Our Affiliate Program, You agree not to directly or indirectly, for Yourself or on behalf of another, solicit business away from, or solicit, induce, influence, or encourage any of Our Instructors to upload their Everdemy Course(s) on Your websites and/or platforms, or otherwise alter, terminate or breach their contractual or other business relationship with Us.

### 4. Affiliate Responsibilities

As a member of Our Affiliate Program, You understand and agree that:

(a) **We Can Monitor Your Site:** You hereby give Us the right to monitor Your website at any time to determine if You are following these Affiliate Terms, and to notify You of any changes We feel You should make to remain in compliance. Further, You must comply with any requests we make for you to take down specific content from your website. Failure to comply is a violation of these Terms and grounds for termination of Your affiliate status.

(b) **We Determine the Policies for Referred Customers:** Persons who become customers of Our Services through referrals made in the Affiliate Program will be considered Our customers, at Our sole discretion. All Our terms, rules, policies, and operating procedures that apply to Our Users will apply to such referred customers. We may change Our terms, rules, policies, and operating procedures at any time, as further described in Our Terms of Use and Our other terms as We may post from time to time

(c) **You will not promote Everdemy through paid advertising or media buying that leads directly to the Everdemy website (found at [www.Everdemy.com](http://www.Everdemy.com)).** You will not bid on Everdemy-branded keywords as an affiliate. This applies to all advertising platforms and to all affiliates unless direct approval from Everdemy is granted.

(d) **You will not use Our company name or variations of Our company name in your Domain Names or Social Media pages:** You may not register or purchase domain names that include Our company's name or any misspellings or variations of Our company name to run promotions as an affiliate. Additionally, you may not include Our Company name, variations of Our company name, or the look and feel of Our own social media pages on any social media pages (i.e. Facebook Fan Page) where You run promotions as an affiliate.

(e) **You will be Responsible for Your Website's Content:** You may not promote Our content and Our Instructors' courses on a website that contains any form of misleading, defamatory, obscene, illegal, bigoted, pornographic or any other content deemed offensive by Us.

(f) **You will not promote using cookie-stuffing:** You may not use cookie stuffing techniques or click-generators that set the tracking cookie without the user actually clicking on the Referral Link. You will not artificially generate clicks or impressions on your site or create visits on the Everdemy site, whether by way of a robot or software program or otherwise.

(g) **You will not mimic Our media and content:** Publishers must make sure that his or her media does not copy or resemble the look and feel of the Everdemy website or create the impression that Your media is part of Our company's website. You also understand that using the language found on Our pages verbatim is not allowed unless it is to describe the content found on any given course landing page.

(h) **You will be Responsible for Your use of content found on Our site.** You may create Your own promotional materials using pages from our site as reference. You may also use course images and part of the text in Our pages to promote the products accurately on Your site. However, You may NOT download, copy, or use video content (free or paid), course supplementary materials (PDFs, quizzes or extra material), or lesson descriptions and upload them on Your own site(s). Violation of this provision may result in the immediate termination of Your affiliate account.

(i) **You will not use spyware, malware, virus and the like:** You may not include on your site, display, or otherwise use Referral Links or other Content that uses any spyware, malware, or virus, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device.

(j) You will be open and honest about Your relationship to Us: You may not misrepresent or embellish the relationship between you and Everdemy or imply any relationship or affiliation between you and Everdemy or any other person or entity except as expressly permitted by this affiliate Agreement. You may not represent yourself as an agent or employee of Everdemy or represent that you have the authority to bind Everdemy to a contract.

(k) You cannot utilize a browser extension to promote Everdemy or Everdemy courses without direct approval from Everdemy. All coupon codes available in the extension must be approved by Everdemy. You also understand and agree that your browser extension cannot allow users to upload new coupons into the extension's feed.

(l) You will not earn commissions for free courses: Our site contains paid and free courses. Any customer You refer to Us that subsequently enrolls in a free course or uses a 'free promo code' to get a paid course for free will not be eligible to earn You a commission and that particular sale will not appear on Your affiliate account. We will terminate the account of Affiliates who only promote free courses, or Affiliates who promote primarily free courses.

(m) You will be mindful of who You do business with: You may not use marketing practices that attract fake customers. We, in our sole discretion, will make the determination whether someone is a fake customer.

(n) You will ensure your sub-affiliates follow all of Our terms: You have the right to work with a sub-affiliate network so long as your sub-affiliates follow Our Affiliate Terms. You understand that You are responsible for Your sub-affiliate's compliance with these terms and that non-compliance by any of Your sub-affiliates may result in the termination of Your affiliate account.

(o) For Everdemy employees who are also Everdemy Affiliates: You will make it clear you are a Everdemy employee when promoting Everdemy as an affiliate. As a Everdemy employee, You agree to clearly state in all promotional posts or promotions containing Everdemy affiliate links Your employee and affiliate relationship with Everdemy via a disclaimer. Specific requirements and examples for Everdemy Affiliates who are also Everdemy employees, can be found here. These Affiliate Terms will begin and become effective upon Our acceptance of Your Application.

## 5. Affiliate Commissions

(a) Eligibility: Except in jurisdictions in which such a transaction is not permitted, You are eligible to earn affiliate commissions through Referrals (as defined in section (i) below) during the term of these Affiliate Terms, according to the calculation described below.

(b) Amount due: The exact amount of affiliate commissions due to You in any given quarter will be calculated in the following manner:

The affiliate commission is set up in the offers available to You in Your Publisher account. A "Referral" is a paying customer that You refer from Your website to Our website using the Referral Materials in accordance with the Referral Specifications. Acceptance of a Referral as a User of Our Services shall be at Our sole discretion.

(c) Payment of affiliate commissions will be made on a monthly basis. Payments are dispersed according to the payment method You have selected in Your affiliate account. If Your account is

terminated due to violation of these Affiliate Terms, We reserve the right to withhold all future payments owed to You.

(d) Affiliate payments are sent to you using Linkshare's affiliate network payment system. Everdemy does not send payment directly to any affiliates. Affiliates are responsible for making sure they are able to accept payments from Everdemy's affiliate network.

(e) Affiliates are responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses incurred in order to receive affiliate payments. Please check with your receiving banking institution to find out if any of these apply for your account.

(f) If We determine that payment of affiliate commissions to You in any jurisdiction is illegal under any laws, then We may reserve the right to not pay affiliate commissions for any sales made in that jurisdiction.

(g) We may withhold Your final payment for a reasonable time to ensure that the correct amount is paid to You.

(h) If at any time there has been no substantial activity on your account for XX years, then we will have the right to withhold any accrued fee. Further, any unpaid fees in your account may be subject to escheatment under applicable law.

## 6. Licenses

(a) You hereby grant Us a non-exclusive, non-transferable, revocable right to use Your names, titles, and logos in the advertising, marketing, promoting, and publicizing in any manner of Our rights under these Affiliate Terms. However, We are under no obligation to advertise, market, promote, or publicize.

(b) We both agree not to use the other's proprietary materials in any manner that is disparaging or that otherwise portrays the other in a negative light. We reserve all of our respective rights in the proprietary materials covered by this license. Either one of us may revoke this license at any time by giving the other written notice ending our engagement under these Affiliate Terms and Your Affiliate status. Other than the license granted in these Affiliate Terms, we each retain all right, title, and interest to our respective rights and no right, title, or interest is transferred to the other.

## 7. Disclaimer

WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING Everdemy. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 8. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THESE AFFILIATE TERMS UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE AFFILIATE TERMS, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE AFFILIATE TERMS, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL REFERRAL FEES PAID TO YOU UNDER THESE AFFILIATE TERMS.

## 9. Indemnification

You agree to indemnify and hold harmless Everdemy and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from Your breach of these Affiliate Terms. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Us in connection with or arising from any such claim, suit, action, or proceeding.

## 10. Termination

Everdemy or You can Each End Our Engagement Under these Affiliate Terms: Either Us or You may end these Affiliate Terms AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax.

## 11. Modification

From time to time, We may update these Terms to clarify Our practices or to reflect new or different practices, for example We may change the scope of Referral Fees, payment procedures, and Affiliate Program rules, or Referral Specifications or Referral Materials, and Everdemy reserves the right in its sole discretion to modify and/or make changes to these Affiliate Terms at any time, at Our sole discretion. If We make any material change to these Affiliate Terms, You will automatically receive an email notifying You that changes were made and prompting You to agree to Our new Affiliate Terms. Modifications will become effective on the day they are posted unless stated otherwise. If any modification is unacceptable to You, Your only option is to end Your participation in the Affiliates Program by removing Us as an advertiser in Your Rakuten Linkshare account. Your continued access to Our Linkshare platform will be contingent on Your acceptance of Our updated Affiliate Terms. You should visit the Services regularly to ensure You are aware of any changes to the Affiliate Terms, as any revised Affiliate Terms shall supersede all previous Affiliate Terms.

## 12. Miscellaneous

(a) You represent and warrant to Us that:

(i) These Affiliate Terms constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with the terms and conditions set-forth herein;

(ii) You have the full right, power, and authority to accept and be bound by these Affiliate Terms and to perform Your obligations under these Affiliate Terms, without the approval or consent of any other party;

(iii) You have sufficient right, title, and interest in and to the rights granted to Us in these Affiliate Terms; and,

(iv) YOU HAVE READ AND TAKEN INTO ACCOUNT THE LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER PROVISIONS OF THESE AFFILIATE TERMS PRIOR TO ACCEPTING THESE AFFILIATE TERMS.

(b) Independent Contractors. Each of us shall be deemed to be independent contractors with respect to the subject matter of these Affiliate Terms, and nothing contained in these Affiliate Terms shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship. You will not make any statement, whether on your site or otherwise, that contradicts or may contract anything in this paragraph.

(c) Assignability. You may not assign Your rights or obligations under these Affiliate Terms to any party, and any attempt to do so will be void and without effect. We are free to assign these Affiliate Terms.

(d) Governing Laws. These Affiliate Terms shall be governed by the substantive laws of the State of India without reference to its choice or conflicts of law principles that would require the application of the laws of another jurisdiction, and shall be considered to have been made and accepted in the State of India. Any dispute that may arise in connection with these Affiliate Terms shall be resolved in accordance with our Terms of Use.

(e) You may not amend or waive any provision of these Affiliate Terms unless in writing and signed by both of us.

(f) Entire Agreement. These Affiliate Terms represent the entire agreement between Us and You, and shall supersede all prior agreements and communications between us, oral or written.

(g) Headings and Titles. The headings and titles contained in these Affiliate Terms are included for convenience only, and shall not limit or otherwise affect the terms herein.

(h) Severability. If any provision of these Affiliate Terms is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the both of us is effectuated, and the remainder of these Affiliate Terms shall have full force and effect.

## ● Promotions Policy

This Promotions Policy was last updated on 1st January, 2019.

This Promotions Policy (“Policy”) includes information about methods that Everdemy instructors can use to promote their courses, including instructor coupons, course referral links and Everdemy’s optional marketing programs. This Policy is incorporated by reference into our Terms of Use and Instructor Terms. Any capitalized terms that aren’t defined in this Policy are defined as specified in the Terms of Use or Instructor Terms.

You can find translated versions of this Policy by following the Help Center language instructions available here. The following translations are also available for languages not supported by the Help Center:

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.

### 1. Instructor Coupons & Course Referral Links

As an instructor, you may be able to increase your sales by promoting your course through a course referral link or coupon code. You may generate a coupon code for a discount or at Everdemy’s current price, as permitted within the Services. Note that the actual discount may be slightly higher due to rounding and currency conversion. When a student applies your discount coupon to a foreign currency transaction, we will apply a proportional discount in the student’s applicable currency.

Where a student applies your coupon code or course referral link at checkout, your revenue share will be 97% of the Net Amount less any applicable deductions, such as student refunds. Alternatively, you may be able to generate 100%-off coupons to offer your paid course for free. You may not sell free coupons on third-party websites or otherwise offer them in exchange for compensation.

### 2. Promotional Programs

#### 2.1 How the Promotional Programs Work

Everdemy offers premium instructors several optional marketing programs (“Promotional Programs”), which you can opt into through the Promotional Agreements page of your instructor settings. The specific programs offered may change from time to time. In connection with the Promotional Programs, your courses may also be priced higher at Everdemy’s discretion. Not all deals or programs will be available in all geographic territories or for all Everdemy courses. Everdemy has sole discretion to determine which courses to offer as part of the Promotional Programs and to set or update sale prices.

The discount amounts referenced below are approximate, as the actual discount may be slightly higher due to rounding and currency conversion. Everdemy does not guarantee any minimum level of success in connection with Promotional Programs.



## 2.2 Everdemy Deals Program

The Everdemy Deals Program helps increase your revenue potential by enabling Everdemy to offer your course at a compelling discount as part of targeted promotions. You may choose to participate in either or both variants of the Deals Program:

## 2.3 Marketing Boost Program

Everdemy has a network of tens of thousands of affiliate sites and established relationships with third-party deal sites. We also have a team dedicated to placing paid digital advertisements. Through the Marketing Boost Program, Everdemy leverages these partner sites and advertising platforms to promote your courses to new students at no up-front cost to you.

By participating in the Marketing Boost Program, you authorize Everdemy to employ affiliate sites, third-party deal sites, and paid advertising on third-party platforms (together, "Advertising") to promote your course. In calculating your revenue, Everdemy may deduct fees associated with this Advertising from the Gross Amount before calculating the Net Amount of the sale. By participating in the Marketing Boost Program, you agree that your revenue share will be 25% of the Net Amount of the sale less any applicable deductions, such as student refunds.

## 2.4 Everdemy for Business Program

The Everdemy for Business (UFB) collection ("Collection") is a subscription-based course collection available to business customers ("UFB Customers"), featuring a select group of Everdemy's top courses for professional and personal development skills.

By opting into the Everdemy for Business Program, you agree to make all of your courses eligible for inclusion in the Collection. We may elect whether to select your courses for inclusion in the Collection, and may change the selection from time to time at our sole discretion.

Because the Collection is subscription-based, we may also select sale prices at our discretion. While your course is included in the Collection, you may not unpublish that course or make it private.

### Revenue Share

By participating in the Everdemy for Business Program, you agree that your revenue share will be calculated as follows:

1. Each month, Everdemy will calculate the total monthly subscription fees paid by all current UFB Customers minus any applicable Transaction Taxes, foreign exchange fees, and third-party payment processing fees.
2. Twenty-five percent (25%) of this amount will be allocated to instructors participating in the Everdemy for Business Program ("**Instructor Revenue Pool**") as further described below.

3. Each month, Everdemy will calculate the total minutes of course content in the Collection consumed by all current UFB Customers ("**Total Minutes Consumed**").
4. Each month, Everdemy will also calculate how many of the Total Minutes Consumed are attributable to each of your Courses that were included in the Collection that month ("**Your Course Minutes**").
5. To calculate your revenue share each month, Everdemy will divide the Instructor Revenue Pool by the Total Minutes Consumed, then multiply that per-minute amount by Your Course Minutes.

#### Exclusivity

Once your course is included in the Collection, you agree that you will not begin to offer any pre-recorded courses that directly compete with or injure the sales of that course on any site or platform other than your own. For clarity, this doesn't include literary works or in-person instructional trainings. If you choose to terminate your participation in the Everdemy for Business Program, you agree that this exclusivity provision will remain in place until we remove your course from the Collection.

#### Termination

You can choose to terminate your participation in the Everdemy for Business Program at any time. Everdemy will remove your courses from the Collection within 12 months of termination and will continue to pay you revenue share based on the then-current rates until your courses are removed from the Collection. Once your courses are removed from the Collection, UFB Customers will no longer be able to enroll in your courses and you will no longer earn Everdemy for Business Program revenue share, but any student of a UFB Customer who previously enrolled in your courses will continue to be able to access those courses for as long as the UFB Customer remains subscribed to Everdemy for Business.

#### 2.5 Opting Out

Except as otherwise stated above, you can opt out of the Promotional Programs at any time. However, your course will remain subject to any applicable sales, campaigns, or promotions that are already active at the time you opt out, until those sales, campaigns, or promotions are completed.

### 3. Modifications

We may update this Policy from time to time to clarify our practices or to reflect new or different practices. 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.

#### 4. How to Contact Us

If you have any questions about this Policy, please contact our Support Team.

#### PRIVACY

Privacy is important to Everdemy and educational institutions, teachers and students that we serve. Everdemy is committed to following both legal obligations and best practices with regard to the protection, use and storage of private and or proprietary content information. We also support the privacy policies of your educational institution.

All software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof is "Content." Where the Company provides Content to You in connection with the Products, including, without limitation, the Software and the Mobile Application and the Products and the Site, it is "Company Content." Content uploaded, transmitted or posted to the Site or through the Products by Instructor or Institute is "Submitted Content." Content remains the proprietary property of the person or entity supplying it (or their affiliated and/or third party providers and suppliers) and is protected, without limitation, pursuant to Indian and foreign copyright and other intellectual property laws. You hereby represent and warrant that You have all licenses, rights, consents, and permissions necessary to grant the rights set forth in these Terms to Company with respect to Your Submitted Content and that Company shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use or exploitation of Your Submitted Content as authorized in these Terms or have any liability to You or any other party as a result of any use or exploitation of Your Submitted Content as authorized in these Terms.

The Company hereby grants You (as a User/Student) a limited, non-exclusive, non-transferable license to access and use Submitted Content and Company Content, for which You have paid all required fees, solely for Your personal, non-commercial, educational purposes through the Site and the Products, in accordance with these Terms and any conditions or restrictions associated with particular Courses or Products. All other uses are expressly prohibited absent Our express written consent. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any Submitted Content or Company Content unless We give You explicit permission to do so. Submitted Content and Company Content is licensed, and not sold, to You. Instructors may not grant You license rights to Submitted Content You access or acquire through the Services and any such direct license shall be null and void and a violation of these

Terms THE COMPANY RESPECTS ALL COPYRIGHT, PRIVACY, DEFAMATION AND OTHER LAWS RELATING TO CONTENT AND INFORMATION AND WILL NOT TOLERATE VIOLATION OF SUCH LAWS. NOTWITHSTANDING THE FOREGOING, THE COMPANY DOES NOT SCREEN THE SUBMITTED CONTENT AND ALL USE OF THE SUBMITTED CONTENT BY YOU IS AT YOUR OWN RISK AND THE COMPANY SHALL HAVE NO LIABILITY FOR SUCH USE. IN PARTICULAR, NO REVIEW OR POSTING OR APPEARANCE OF THE SUBMITTED CONTENT ON THE SITE OR THROUGH THE PRODUCTS IS INTENDED TO ACT AS AN ENDORSEMENT OR REPRESENTATION THAT ANY SUBMITTED CONTENT IS FREE OF VIOLATION OF ANY COPYRIGHT, PRIVACY OR OTHER LAWS OR WILL SUIT A PARTICULAR PURPOSE OR BE ACCURATE OR USEFUL. If You believe that Submitted Content of Yours violates any law or regulation or is inaccurate or poses any risk whatsoever to a third party it is Your responsibility to take such steps You deem necessary to correct the situation. If You believe that Submitted Content of a third party or any Company Content violates any laws or regulations, including, without limitation, any copyright laws, You should report it by emailing us at [admin@everdemy.com](mailto:admin@everdemy.com)

# Everdemy for Business Privacy Statement

*This Everdemy For Business Privacy Statement was updated on January 26th January 2020*

In the course of providing Everdemy for Business (“**UFB**”) services and related services to its corporate, non-profit organization and governmental customers (“**Customers**”), Everdemy will receive and have access to personal data of individual users to whom customers grant access (“**Users**”). For the purposes of this privacy statement, Customers are data controllers and Everdemy is a data processor. Everdemy’s processing of User data and the security measures implemented to protect such data are detailed in and governed by a written agreement between Everdemy and each of its Customers.

As a data processor, Everdemy will access, store and use the personal data of individual Users solely for the purpose of providing the UFB services to its Customers and will process the data as instructed by its Customers.

As data controllers, Customers decide which of their employees or other authorized personnel are given access to the UFB services. They do this by designating one or more UFB account

administrators or group administrators (“**Administrator**”) who have the ability to customize the Customer account, manage individual User accounts, access the UFB Insights tool and related reporting features, access the UFB Administrator tools, and, when instructed by the Customer, populate the Customer account with Customer-provided courses. Customers are solely responsible for establishing policies and ensuring compliance with all applicable laws and regulations, relating to the collection of personal information relating to individual Users selected by Customers for accessing the UFB services. Everdemy has no direct relationship with individual Users, who should contact Customers (their employer) for assistance with any requests or questions relating to the processing of their personal information.

For avoidance of doubt, this Privacy Statement does not apply to:

1. any processing of data for the purpose of marketing the UFB service to enterprise and corporate prospects;
2. any other offerings available at Everdemy.com separate from the UFB services, for which the Everdemy Privacy Policy is applicable. A User may already have an account with Everdemy to access Everdemy’s marketplace educational content, and data processed as a result of the use of the Everdemy marketplace from a User account is governed by the Everdemy Privacy Policy.

In the event where Everdemy makes any material changes to the manner in which it processes User data to provide its services to Customers, it will notify Customers.

## Everdemy for Business Privacy Statement

1. Information about Users collected and stored by Everdemy
2. Purpose of User Data Processing
3. Cookies and other Tracking Technologies
4. Sharing User Information with Sub-Processors
5. Processing of User Data outside of the EEA

### 1. Information about Users collected and stored by Everdemy

1. When a User is given access to the UFB services by the Administrator, a User may set up an individual User account and Everdemy will collect information provided by the User or the Administrator. The Customer can customize the type of data requested to create an account, which may include the following:
  - first name, last name, and email address required
  - photo, areas of interest, job skills, goals, and role (optionally provided by User or Customer)
  - other personal data, as allowed by the Customer
2. A unique identifying number is assigned by Everdemy upon the creation of a User account.

3. Individual User account information may be set to private or public, as selected by Users. If set to public, the information is searchable via search engines and viewable by anyone, including by other Users and the Customer.
4. Administrators may assign a User to a group membership
5. Customers may select to integrate with UFB a Single Sign On (SSO) identity provider to enable Users to log in to UFB User accounts without the need to disclose passwords to Everdemy. In such case Users may log in by providing their individual SSO credentials to the SSO identity provider, which will authenticate them and allow or deny access to the Customer account. In such case, SSO identity providers share with Everdemy a unique cookie ID and authentication "token" information to recognize the User as an authorized user of Customer.
6. At the option of the Customer, the UFB service may enable Administrators and Users to interact with others, including with instructors, teaching assistants, other students, and the Customer, by posting reviews on a course, sending messages to or chatting with others, posting questions or answers, or posting other content. Such public or shared content is stored by Everdemy and may be publicly available or viewable by others, including Administrators, Users, or instructors and teaching assistants, depending on where such content is posted.
7. At the option of the Customer, Administrators may enable the ability to "Share to Slack." This optional feature allows Users to manually or automatically post a message to the Customer's own instance of the Slack messaging service. To enable this optional functionality, Customer's Slack administrators must grant Everdemy the ability to read the full list of public channels, private channels, and users in the Customer's Slack instance. These lists may include individuals in Customer's Slack instance who are not UFB Users. Slack user lists and channels are briefly cached before being automatically purged from Everdemy's systems.
8. Everdemy stores information relating to the activities of Users as they use and interact with the UFB services, such as courses enrolled in and viewed (and information relating to these courses); interactions with instructors, teaching assistants, Administrators, and other Users; and progress within a course; as well as answers, essays and other items submitted by Users to satisfy the course requirements. This information is linked to a User's unique account ID and is shared with Customers via the Customer Account reporting tools or upon request of the Customer.
9. The UFB service enables Users to contact the Everdemy Support Team for assistance or to report a problem, concern, potential abuse or other issues regarding the UFB services or other users. Everdemy may collect and store the User's name, email address, location, operating system, IP address as well as the User's activity on the Everdemy platform and communications with the Everdemy help desk team. Everdemy may request additional information from Users in order to resolve any issue reported by a User or by another user.
10. When a User uses the UFB services, Everdemy collects and stores certain information by automated means: (a) technical information about the User's computer or wireless device, such as IP address, operating system type and version, unique device ID, browser, browser language, domain, and other operating systems or platform information. This information is collected through the use of server log files and tracking technologies, such as: (i) cookies,

which are small files that websites send to a computer or wireless device to uniquely identify a browser or mobile device or to store information in a browser setting; and (ii) other tracking technologies (see below for more detailed information).

11. IP addresses received from browsers or devices of Users may be used to determine the approximate location of Users.
12. If a Customer makes purchases via credit card, Everdemy collects certain data about the purchase (such as name and zip code) as necessary to process the order. Customers must provide certain payment and billing data directly to Everdemy's payment processing partners, including name, credit card information, billing address, and zip code. For security, Everdemy does not collect or store sensitive cardholder data, such as full credit card numbers or card authentication data.

## 2. Purpose of User Data Processing and Retention Period

Everdemy processes the information collected about Users and Administrators for the purpose of providing the UFB services to its Customers, specifically:

- Providing, administering, and facilitating access to the UFB services, for Customers and Users, and managing Customer or User account preferences
- Fulfilling Customer's instructions with respect to personal data of Users
- Displaying and sending via email notifications to Users for:
  - Responding to User questions or concerns
  - Making notifications to Users at the request of the Customer
  - Sending Users administrative messages and information, including confirmation of account creation, course enrolment, course progress and notifications of responses from instructions to User questions
  - Providing information to Users about courses available to Users, available and new UFB service features; personalized course recommendations, which Users can opt out of at any time
  - Sending push notifications to User wireless devices to provide updates and other relevant messages, which can be managed from the "options" or "settings" page for the mobile application.
- Enabling communications among Users and instructors or teaching assistants
- Soliciting feedback to improve UFB User experience
- Resolving User support requests or claims

### Email Preferences

Users can individually opt out of receiving non-transactional emails by: (i) following the unsubscribe instructions provided in the email communication; or (ii) managing User account email preferences. A Customer can also instruct Everdemy to configure email preference settings for all Users of a Customer.

## Retention of Personal Data

Everdemy will retain the data of Users for as long as instructed by the Customer. Everdemy will delete certain or all personal data relating to Users upon request of the Customer. Everdemy may retain aggregated or anonymized data as set forth below.

## Use of aggregated data

In addition, User data is aggregated with other Everdemy marketplace user data to enable Everdemy to improve its products and services and develop new products and services, including:

- Reviewing and analyzing User browser and wireless device technical information
- Reviewing user activity across UFB and the Everdemy marketplace (for example, Everdemy analyzes trends and User traffic and usage information to identify which courses are most popular)
- Facilitating the technical functioning of the UFB services and Everdemy marketplace, including to troubleshoot and resolve issues, secure the UFB services, and prevent fraud and abuse
- Developing a personalized course content recommendation engine

When User data is used for the above purposes, it is aggregated and/or anonymized so that no personal data of Users is processed.

## 3. Cookies and other Tracking Technologies

Like many online platforms, Everdemy and its analytics vendors use server log files and automated data collection tools, such as browser cookies, pixel tags, scripts and web beacons. These tools are used for analytics purposes to enable Everdemy to understand how Users interact with the UFB services. Everdemy and its analytics vendors may tie the information gathered by these means to the unique account ID of Users.

Cookies are small text files placed onto a computer or device while browsing the Internet. Cookies are used to collect, store and share bits of information about User activities. Everdemy uses both session cookies and persistent cookies.

- A session cookie is used to identify a particular visit to the UFB services and collect information about interaction with the UFB service. These cookies expire after a short time, or when the User closes their web browser after using the UFB service. Everdemy uses these cookies to identify a User during a single browsing session, such as when you log into the UFB services. This helps Everdemy improve the UFB service as well as improve the Users' browsing experience.
- A persistent cookie will remain on a User's device for a set period of time specified in the cookie. Everdemy uses these cookies to identify and recognize a specific User over a longer period of time. They allow Everdemy to:



1. analyze the usage of the UFB services (e.g. what links Users click on) in order to improve our UFB offering
2. test different versions of the UFB services to see which particular features or content Users prefer to optimize the UFB services
3. provide a more personalized experience to Users with more relevant content and course recommendations and
4. allow Users to more easily log in to use the UFB services. Persistent cookies include:
  - preferences cookies to remember information about a User's browser and settings preferences, such as preferred language. Preference cookies make User experience more functional and customized
  - authentication and security cookies to enable a User to log in or stay logged in and access the UFB service, to protect User accounts against fraudulent log-ins by others, and help detect, fight, and protect against abuse or unauthorised usage of User accounts.
  - functional cookies to make the experience of using the UFB service better, like remembering the sound volume level selected by the User.

Everdemy uses tracking technology to: (i) determine if a certain page was visited (e.g. the landing page of an advertisement for UFB services that is displayed on third party sites) or whether an email sent by Everdemy was opened or clicked on by a User; and (ii) to customize the learning experience of individual Users by recommending specific courses and other content.

## User Preferences with respect to cookies and other tracking technologies

A User can set his or her web browser to notify about the placement of new cookies, limit the type of cookies or reject cookies altogether; if enabled, a User may not be able to use some or all of the features of the UFB services (for example, may not be able to log in). General information about cookies and how to disable them can be found at [www.allaboutcookies.org](http://www.allaboutcookies.org). Various browsers may offer their own management tools for removing HTML5 LSOs. Users can manage Flash LSOs here. To manage flash cookies, visit the Adobe website and make changes at the Global Privacy Settings Panel.

Most modern web browsers give you the option to send a Do Not Track signal to the websites you visit, indicating that you do not wish to be tracked. However, there is no accepted standard for how a website should respond to this signal, and we do not take any action in response to this signal. Instead, in addition to publicly available third-party tools, we offer you the choices described in this policy to manage the collection and use of information about you.

## 4. Sharing User Information with Sub-Processors

In order to provide the UFB services to its Customers, Everdemy shares data regarding Users with a number of third party service providers. These companies are contractually required to use User data solely as directed by Everdemy for the purpose of providing services to Everdemy.

- Instructors who upload courses on the Everdemy platform and made available through the UFB services as well as their teaching assistants, who may receive names and account profile information of Users, to enable them to respond to user questions and feedback.
- Other service providers of Customer, as instructed by Customer.
- Everdemy's help center platform vendor hosts and stores all communications between Administrators or Users and the Everdemy support team. Zendesk is contractually required to store and process User related data solely as directed by Everdemy for the purpose of providing services to Everdemy. Everdemy also partners with Intercom, a chat messaging tool for support to Users and Administrators and for collecting their feedback, as well as in-app messages such as feature announcements or onboarding for new users.
- Everdemy shares User information with third party companies that perform email services to enable Everdemy to send email communications to Users and to manage email preference settings of Users.
- Administrators of existing Customers are able to access our list of current sub-processors on the left sidebar of this page while logged in to Everdemy for Business.
- Everdemy shares User information with third party companies that perform data analysis services to enable Everdemy to better understand how Users use the UFB service. These companies include Chartio, Google Analytics and Hotjar. To prevent Google Analytics from collecting information for analytics, a User may install the Google Analytics Opt-Out Browser by clicking [here](#), and may also use Mixpanel opt out by clicking [here](#).

Any other sharing of User data is subject to the consent and instructions of Customer.

## 5. Processing of User Data outside of the EEA

All data processing described in this Privacy Statement occurs in the United States, Ireland and, for R&D purposes, Turkey. If personal data processed by Everdemy originates from a User or Administrator in the EEA, Everdemy will ensure, that such processing will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) the transfer is made pursuant to a Data Processing Agreement ("DPA") executed between Everdemy and the Customer and subject to the standard contractual clauses designed to facilitate transfers of personal data from the EEA to all third countries that have been adopted by the European Commission (known as the "Model Clauses"), which have been incorporated into the DPA.

# PRIVACY

Privacy is important to Everdemy and educational institutions, teachers and students that we serve. Everdemy is committed to following both legal obligations and best practices with regard to the protection, use and storage of private and or proprietary content information. We also support the privacy policies of your educational institution.

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