

## XPERTAGE – Terms & Conditions

XPERTAGE is a Business to Business ("**B2B**") platform that supplies Learning & Development (L&D) related products and services. The products and services that are listed for sale on the platform ("**L&D Services**") may include delivery of training in virtual or physical classroom, course materials (courseware), eLearning, labs, simulations, toolkits, video training, educational documents, training reference materials, textbooks, certification exams, instructor packages; accreditation services as well as in person services of instructors, train-the-trainers, coaches, consultants and subject matter experts.

These **XPERTAGE - Terms and Conditions** constitute a legally binding Agreement ("**Agreement**") between you and XPERTAGE governing your access to and use of the XPERTAGE websites, including any subdomains thereof, and any other websites through which XPERTAGE makes its services available (collectively, "**Site**"), and all associated services (collectively, "**XPERTAGE L&D Services**"). The Site and XPERTAGE L&D Services together are hereinafter collectively referred to as the ("**XPERTAGE Platform**").

When these Terms mention "**XPERTAGE**," "**XPERTAGE Platform**" "**We**," "**Us**," or "**Our**," they refer to the authorised licensee of Smart Sages Mart Private Limited incorporated under the laws of India and having its registered address at A-1/292, Ground Floor, Janakpuri, Delhi, India - 110058 India wherein such authorised licensee is granted an exclusive license to operate XPERTAGE L&D Services through the Platform in your territory. Such authorised licensee shall be notified on the platform from time to time and these Terms of Use be read accordingly.

"**You**" and "**Your**" refer to someone legally or contractually associated with, or acting on behalf of a Vendor or a Buyer.

For organization(s) supplying L&D Services through XPERTAGE ("**Vendor**", "**Vendors**"), the Terms of Service for Vendors ("**Additional Terms for Vendors**") apply additionally.

XPERTAGE provides delivery and logistical services ("**Fulfillment Services**") to Buyers on XPERTAGE, including but not limited to the distribution of electronic content, printing, and shipping of courseware, delivery of exam licenses, distribution of certificates and ordering of L&D Service.

Privacy Policy outlines our collection and use of personal information in connection with your access to and use of the XPERTAGE Platform.

By using any of our Services (even just browsing our websites), You're agreeing to the Terms. If You don't agree with the Terms, You may not use our Services although we'll be sorry to see you go!

The use of XPERTAGE will be subject to the most current version posted on the Site at the time of Your use. If You do not accept these Terms, please refrain from using the Site or any of the products and services offered through TheXPERTAGE.com.

### Contact Information

If you have any questions about the Terms, please contact us at [info@xpertage.com](mailto:info@xpertage.com)

## XPERTAGE General Terms & Conditions

### Preamble

These "**XPERTAGE General Terms and Conditions**" constitute a legally binding Agreement ("**Agreement**") between You and XPERTAGE and govern your access to and use of the XPERTAGE Platform.

When these Terms and Conditions mention "**xpertage.com**," "**XPERTAGE Platform**" "**We**," "**Us**," or "**Our**," they refer to the authorised licensee of Smart Sages Private Limited, a company incorporated under the laws of India and having its registered address at A-1/292, Ground Floor, Janakpuri, Delhi, India - 110058, India wherein such authorised licensee is granted an exclusive license to operate XPERTAGE L&D Services through the Site in your territory. Such authorised licensee shall be notified on the platform from time to time and these Terms of Use be read accordingly.

"**You**" and "**Your**" refer to someone legally or contractually associated with, or acting on behalf of a Vendor or Buyer. We refer to '**Parties**' when clauses are applicable to both You and Us.

### 2. Accepting these terms

2.1 Incorporated herein by reference in its entirety, the following documents are part of the **Terms and Conditions ("XPERTAGE General Terms and Conditions")**. Please pay special attention to the ones that are relevant for You and please continue reading the rest of this document as it applies to everyone who uses any of our Services. By using the XPERTAGE Platform you are agreeing to these Terms and Conditions.

2.1.1 **Terms and Conditions** are applicable to Everyone.

2.1.2 **Privacy Policy** outlines our collection and use of personal information in connection with Your access to and use of the XPERTAGE Platform.

2.1.5 **Terms and Conditions for Vendors** If You list any L&D Services for sale through our Platform, these policies apply to You.

2.2 **Your Account.** You must be registered on the XPERTAGE Platform as a Buyer ("**Buyer**") to make purchases on the XPERTAGE Platform and/or access XPERTAGE Services. You must be registered as a Vendor ("**Vendor**") for selling your Products or Services on the XPERTAGE Platform. You can be both a Buyer and a Vendor on the Platform. Your status on the XPERTAGE Platform and the process are governed by the **XPERTAGE General Terms and Conditions**.

XPERTAGE may reject your application for registration for any reason or decide to rescind your account at any time without notice if sufficient cause has been established, without prior notice or additional justification at sole discretion of XPERTAGE operating team. Upon registration on the XPERTAGE Platform, XPERTAGE shall assign an account (the "Account") and issue a User identification ("User ID") and password (the "Password") to each of Registered Users ("User").

2.3 When You purchase Products or Services on the XPERTAGE Platform, you are bound by the XPERTAGE General Terms and Conditions for all your activities on the XPERTAGE Platform. When you have agreed any specific terms with any Vendors, such terms will become applicable on top of the XPERTAGE Terms and Conditions and will take precedence over the

XPERTAGE General Terms and Conditions in case of conflicting clauses, unless the clause(s) so specifically agreed impede the fundamental workings of the Platform not customizable to any Buyer or Vendor.

2.4 Whenever You supply L&D Services through XPERTAGE, You are bound by the Terms for Vendors in addition to these General Terms & Conditions.

2.5 The XPERTAGE General Terms and Conditions apply to everyone using the XPERTAGE Platform.

### 3. Purchasing Products and Services

3.1 **Agreement between Buyers and Vendors.** When procuring Products or Services and receiving an order confirmation or a Statement of Work ("SoW"), legally binding agreements are established between XPERTAGE and Buyer & Vendor. Vendor will be contractually bound to deliver the Products or Services to the Buyer, which XPERTAGE shall resell to the Buyer and Buyers are obligated to pay for these Products or Services to xpertage.com. The agreements established between XPERTAGE and Buyer & Vendor is subject to these Terms and Conditions.

3.2 **Base Currency.** A base currency is defined for every account. This currency has to be one of the currencies that XPERTAGE publishes, being USD, EUR, INR, GBP, SGD or such other currencies as published by XPERTAGE. All transactions are calculated and consolidated in your Base currency. Only one currency can be associated as the Base Currency with an Account, although products can be sold or purchased in other currencies. For large Buyers who have opted to be "Business Account Users", XPERTAGE offers the ability to have a 'Master Account' with multiple sub-accounts.

3.3 **Price.** The total price is made up of the price for the Product or Services you are procuring and any additional fees ("**Total Price**") and will be presented to You prior to ordering Products or Services. Buyers agree to pay the Total Price for any order requested. The Total Price includes the following:

3.3.1 The price for a Product shall be listed on the Platform and is referred to as "Fee". The Fee can be the fee for a Product or a Service.

3.3.2 Additional Fees may be added based on the type of Product or Service procured. This includes Shipping and Handling, Travel and Expenses, or Surcharge fees.

3.3.3 The Total Price presented to Buyers shall be subject taxes (such as GST, VAT) where relevant

3.4 **Rounding.** XPERTAGE may round up or round down amounts to the nearest whole functional base unit in which the currency is denominated.

3.5 **Taxes.** Buyers are responsible for paying Total Price plus taxes for purchase any L&D Services.

3.6 **Location.** XPERTAGE may collect geographical information to determine Buyers' location to present Buyer with the price applicable to Buyer.

3.7 **Prices may change without notice.** There may be various reasons for prices to change, for example because of exchange rate fluctuations. Buyers can agree Buyer Specific Prices ("Buyer Specific Pricing") to avoid price fluctuations other than because of exchange rate fluctuations.

**3.8 Purchasing Products.** When Purchasing Products on the Platform you are Purchasing licenses for the use of Vendors Intellectual Property.

**3.9 Purchasing Services.** Buyers will only be charged for Services provided by Vendors on booking the order (except for Buyers who have opted for "Business Account User" services, where such Buyers will be charged on delivery of Service by the Vendor as per the agreed Statement of Work ("SoW") or an order confirmation). XPERTAGE will invoice Buyers for Services when the order is confirmed, unless the Buyer is a "Business Account user", in which case XPERTAGE shall raise an invoice on such Business Account Buyer immediately on confirmation of completion & delivery of Service by the Vendor.

**3.11 Purchasing Seats.** When Purchasing seats for Courses ("Course Seat") that are classified as open enrolment on the Platform, Buyers are Purchasing the right for an individual to attend a specific training event that is organized by a Vendor. This right is provided to Buyer in the form of a voucher. XPERTAGE will invoice Buyers for these Course Seats the moment the Course status has been set to 'confirmed to run'.

**3.12 Fulfilling a Service.** Unless otherwise agreed in the Statement of Work, Vendor will provide the required personnel, all required equipment and materials necessary to deliver the service at no additional charge other than what is agreed in the SoW.

**3.13 Travel and Expenses.** Vendor agrees not to submit any expenses or disbursements other than what is upfront agreed in the SoW as Total Price.

**3.14 Purchasing complementary services.** Complementary Services are available for Products and Services. Complementary services include proctoring, printing, shipping and other services. XPERTAGE may use 3rd party providers to fulfil these services. Exact charges for complementary services are determined at the time of checkout. Delivery dates or fulfilment conditions will also be presented at checkout.

**3.15 Prohibited Countries.** You represent and warrant that: (i) neither You nor the location of delivery of the training program is located or takes place in a country that is subject to a European Union or United States of America or India embargo/ sanctions, or that has been designated by the European Union or the United States of America or India as a "terrorist supporting" country; and (ii) You are not listed on any European Union or United States of America or India list of prohibited or restricted parties. In addition to complying with the above, You must also comply with any relevant export control/ currency control laws or other relevant regulations in Your local jurisdiction.

**3.16 Intellectual Property for Products and Services.** When You are buying Products and Services on the XPERTAGE Platform, there is no actual Intellectual Property ("IP") being transferred to You. The Intellectual Property for all Products and Services on the Platform reside exclusively with the Vendors of those L&D Services and is retained by the Vendor in case of all transactions, unless expressly agreed as part of the service description or contract between the Buyer and Vendor. You receive limited use rights of the Products or Services and these rights allow You to use the Intellectual Property for the delivery of training or educational services. With the exception of Customizable Courseware Products ("Customizable Courseware"), and other exceptions where Vendor has expressly granted additional rights the Buyer, You may not modify, alter L&D Services, or imitate L&D Services in whole or in part. When Services include the creation of Intellectual Property in a work for hire model, Buyer becomes the sole owner of that Intellectual property, and shall have the full title to such IP rights upon creation, unless otherwise mutually agreed by the Parties in writing.

## **4. Cancelling and returning Products and Services**

### **4.1 Returning Products or Cancellation of Service where payment has already been made.**

XPERTAGE will issue a credit note towards the Buyer for the amount invoiced and would credit the money in cases the payment has already been received at the time of product return or cancellation of service. Any costs incurred during the returns/ cancellation including any costs associated with transferring back the funds or incurred in return of products or in relation to any applicable taxes will be charged to the Buyer, and deducted from the credit note issued and from any funds that are returned.

**4.2 Cancellation Terms for Business Account Users** A cancellation policy is agreed between Buyer and Vendor during the order process and confirmed in the SoW.

**4.3 Vendor Cancellation Terms** In case Vendor cancels a confirmed order for a course delivery more than 5 times in a calendar quarter and the reason for the cancellation doesn't qualify either as a Force Majeure (as defined in 15.10) or an Excused Cancellation (as described in this Clause below) or an agreed term with the Buyer in SOW, XPERTAGE reserves the right to temporarily suspend and withdraw the Service from the platform. For this purpose, reasons for Excused Cancellation includes -

4.3.1 Unexpected death or serious illness of the trainer delivering the program;

4.3.2 Serious injury that directly restricts the ability to travel of a Contract Instructor, Service Provider

4.3.3 Significant natural disasters or severe weather or pandemic incidents triggering a state of emergency that directly impact the use of a physical training venue or the ability to travel for the Contract Instructor or L&D Service Provider to the training venue;

4.3.4 Urgent travel restrictions or severe security advisories issued after the time of Booking, by an appropriate government office or agency;

XPERTAGE requires Vendors to provide evidence to support an excused cancellation.

**4.7 Cancellation Terms for Subscriptions.** XPERTAGE does not offer refunds for payments made on subscriptions including course library subscriptions or service subscriptions. If Buyer cancels a subscription, cancellation will become effective at the end of the current period. Buyer will have continued access to the subscription for the remainder of that period and will not receive a refund.

**4.8 Cancelling or returning physical Products.** Printed or physical Products cannot be returned, regardless of the cancellation date or reasons for cancellation. In case physical Products are damaged, missing, or the quality is not acceptable, and the Buyer has notified XPERTAGE support along with photographic proof of the damage within 48 hours of receipt with the intent to return these articles, XPERTAGE will accept these as a valid return.

**4.9 Reprint of lost physical Products.** In case printed materials get lost in shipping, and this does not fall within the responsibility of the delivery organization, XPERTAGE will offer Buyer a free reprint of the printed materials.

## **5. Paying for Products and Services**

**5.1 XPERTAGE shall receive payment from Buyer as reseller of L&D Service.** As a Buyer You agree that XPERTAGE will raise the invoice for each L&D Service and receive Fees on payment terms as set out herein.

**5.2 Third party services.** Payment Services may contain links to Third-Party Service Providers. This could, for example, be a credit card company or an online payment processing provider. Such Third-Party Services are subject to different terms and conditions and privacy practices. Buyers should review them independently XPERTAGE is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Service Providers.

**5.3 Payment Term.** For Business Account Users, the standard payment term for invoices is 30 days. For others, purchase of Products or Services will require an upfront payment.

**5.4 Late payments.** Late payments are subject to an interest charge, which shall accrue at the statutory interest rate for commercial transactions. In the event one or more invoices are overdue, XPERTAGE will reserve the right to put delivery of any further orders on hold, even if already ordered, and may even suspend the Account till the time that all overdue invoices and any invoices related to accrued interest due to late payments have been paid.

## **6. Product Availability**

**6.1 Product Availability.** XPERTAGE does not guarantee that specific Products, specific versions of Products, or Services will continue to be available on the XPERTAGE Platform or are available in all countries and geographies. The decision to make specific Products or Services available to geographies and buyer segments resides solely with the Vendors, and thus falls outside the control of xpertage.com.

## **7. Vendor promises to Buyers**

**7.1 Acceptable Quality.** Vendors promise that the Products they sell and position, and are made available for purchase are of acceptable quality and fit for the purpose for which they are sold, that all Services are provided in a competent and professional manner, and that trainers(s) designated to deliver Services to you have the right skill set, a valid accreditation if required, and possess the requisite expertise and experience necessary and appropriate to perform the Services.

**7.2 Adequate infrastructure.** When Services are delivered at the venue of Vendor, Vendor will ensure that the training room proposed for the training has sufficient floor area, furniture and seats for the trainer and all planned students and that the room, its environment and furniture comply at all times with all appropriate legislative requirements. In addition, the room and its equipment shall comply with common industry standards.

**7.3 Warranty.** As a Buyer you choose to use Products and Services from Vendors voluntarily and at Your own risk. Products are offered 'as is' and 'with all faults' and includes no representation or warranties of any kind, expressed or implied, including the absence or presence of errors, the accuracy of the information contained therein, warranties of title and warranties of merchantability. XPERTAGE offers various mechanisms as part of the Platform for You as a buyer to review the ratings, and experience the products prior to purchase.

**7.4 Vendor holds rights to supply to you.** Vendors promise they hold the rights required to sell and license Products and/or to deliver Services to the Buyers. Vendors promise that Your use of the Products, or the delivery of Services to you does not infringe the intellectual property rights of another party.

**7.5 Accurate representation.** Vendors promise that Products and Services and their descriptions are not false, inaccurate, misleading, fraudulent, or unlawful. Their descriptions do not violate any applicable law or regulation, including those governing expert control,

consumer protection, unfair competition, criminal law, pornography, anti-discrimination, trade practices or fair trading.

**7.6 No malicious code.** Vendors warrant that Products provided do not contain viruses, "phishing" or other computer codes, files, or programs which are designed to limit or destroy the functionality of other computer software or hardware or to obtain any private or sensitive information without explicit and informed consent.

**7.7 No Soliciting.** Vendors providing Services will not solicit business directly with Buyers or Buyer's customers. Vendors are not allowed to promote or communicate without written agreement and approval from a Buyer to a Buyer, a Buyer's customer, or an End User of a Buyer around any other topics that don't directly pertain to or are associated directly with the delivery of a product or service that has been purchased by the Buyer on the Platform.

**7.8 Reputation.** Vendors agree that for any delivery of Services they (i) do so in a manner that does not in any way adversely impact Buyers' reputation; (ii) avoid deceptive, misleading, or unethical practices; and (iii) refrain from making any representations, warranties, or guarantees to customers on behalf of a Buyer that have not been agreed beforehand.

**7.9 Safety and Compliance.** Vendors will use all reasonable means to ensure that compliance with all relevant safety and on-site regulations specified in writing by a Buyer for instructors working on the training venue.

## **8. Updating these Terms and Conditions**

8.1. The use of the XPERTAGE Platform will be subject to the most current version posted on the XPERTAGE Platform at the time of Your use.

8.2 XPERTAGE reserves the right to update and or change the Terms from time to time. When we make changes to these Terms that affect your rights, we will post the revised Terms and inform you via email.

## **9. Managing your Account**

**9.1 Access and Managing Your Account on XPERTAGE.** You guarantee that the information provided by You is true, complete and accurate. We expect You to keep the information that You provide about Your organization up to date. You need to maintain reasonable and appropriate safeguards with respect to Your Account on XPERTAGE including but not limited to up-to-date virus protection on the systems that are accessing TheXPERTAGE.com, security firewall, prevention of unauthorized access, etc. at Your own expense.

**9.2 Blocking your Account.** We may block You, or suspend Your Account or refuse to process a payment if We reasonably believe there is a risk associated with You, Your Account or payment, including if it breaches a law or regulation, or breaches the XPERTAGE General Terms and Conditions.

**9.3 Reviews and Ratings.** Users of the XPERTAGE Platform can leave a review for the Product or Service procured or the course attended. XPERTAGE may use these reviews and ratings to help other users make better decisions. XPERTAGE is not responsible for the content or any consequences related to the review or rating. XPERTAGE does however reserve all rights to remove a rating or reviews, if the ratings or reviews contain inappropriate content or have malicious intent, or anything that might cause the users to draw incorrect conclusions from the ratings or reviews.

## 10. Privacy

10.1 **Your Privacy.** Our Privacy Policy details how Your information is collected and used when You use the XPERTAGE Platform. By using XPERTAGE Services, You also agree that We can process Your information in the ways set out in the Privacy Policy, so please review the privacy policy [here](#).

10.2 **Data Processor.** XPERTAGE and Vendors process Buyer's and Buyer's users' personal information (for example, names, email addresses, and shipping address) and are therefore considered separate and independent data processors of a Buyer's personal information under European Union "EU" data privacy tenets as per the European GDPR regulation. That means each party is responsible for the personal information it processes in providing the services on the XPERTAGE Platform. For example, if a Vendor accidentally discloses a Buyer's name and email address when fulfilling another Buyer's order, Vendor, not XPERTAGE, will be responsible for that unauthorized disclosure.

If XPERTAGE and Vendors are found to be joint data processors of Buyer's personal information, and if XPERTAGE is sued, fined, or otherwise incurs expenses because of something that You did as a joint data controller of Buyer personal information, You agree to indemnify XPERTAGE for the expenses it occurs in connection with Your processing of Buyer personal information.

10.3 **End User Privacy.** Buyers and Vendors may add or import personal information for their end-users ("End User", "End Users"). An End User is typically the customer, the learner, or an employee of a Buyer, or an instructor contracted with a Buyer. XPERTAGE has no direct relationship with the End User or any person other than the Buyer or the Vendor; and for that reason, the Buyer or the Vendor is responsible for making sure the appropriate permissions have been obtained from the End User for XPERTAGE to collect and process information. XPERTAGE shall process the End Users Data only as a Data Processor acting on behalf of the Data Controllers.

10.4 If XPERTAGE is sued, fined, or otherwise incurs expenses because of something that Members did of Buyers' personal information, Buyers and Vendors agree to indemnify XPERTAGE for the expenses it occurs in connection with the processing of End Users' personal information.

## 11. Termination

11.1 The agreement will continue in effect until terminated by either party. Parties are authorized to terminate this Agreement at any time for any reason, by providing 30 days written notice. Termination will not in any way affect parties responsibilities to honor its obligations in terms of provisioning of Products and Services according to the terms of this Agreement. Upon termination, XPERTAGE will restrict or block your access to the Platform, and consequently, you will not be able to use any or specific set of features and capabilities on the XPERTAGE Platform.

## 12. Warranties.

12.1 XPERTAGE makes no representations or warranties of any kind, express or implied, as to the operation of the XPERTAGE Platform or the information, content, materials, or products provided on the XPERTAGE Platform. To the full extent permissible by applicable law, XPERTAGE hereby expressly disclaims any and all warranties, express or implied, including, but not limited to, any warranties of condition, quality, durability, performance, accuracy, reliability, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, XPERTAGE disclaims any and all warranties, express or implied, for any



Products or Services offered on the Platform. All such warranties, representations, conditions and undertakings are hereby excluded. You acknowledge, by your use or access of the XPERTAGE Platform, that your use or access of the Platform is at your sole risk. This disclaimer does not apply to any Product warranty or Services warranty offered by the Vendors. This disclaimer constitutes an essential part of this Agreement.

### **13. Limitation of Liability.**

13.1 Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall XPERTAGE or any of its affiliates, employees, directors, officers, agents, partners or Vendors be liable to you or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the XPERTAGE Platform, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of XPERTAGE has been advised of or should have known of the possibility of such damages.

13.2 In addition, in no event shall XPERTAGE be liable for damages stemming from any one of the following, no matter it is special, direct, indirect, punitive, incidental or consequential damages, or related to contract, negligence, tort or otherwise:

13.2.1 Any disputes related to Products, Services published, purchased or obtained from the XPERTAGE Platform, including, but not limited to, disputes about invoicing, quality, safety, warranty, lawfulness or availability of such Products or Services;

13.2.2 Any violation of Third Party Rights on the XPERTAGE Platform;

13.2.3 Unauthorized access to data or private information of any User on the Site; or

13.2.4 Statements or conducts of any User of the Site.

13.2.5 Our total liability to You is limited to the total amount paid by You to us as a Buyer, or by us to You as a Vendor in the last 12 months, or USD 10,000 whichever is the lesser.

13.2.6 We may, at our expense, assume the exclusive defense and control of any matter You indemnify us against, and if so You agree to cooperate with us.

13.3 XPERTAGE shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including, but not limited to, damages for loss of profits or savings, business interruption or loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following: (1) the use or the inability to use the XPERTAGE Platform, (2) any defect in Products or Services purchased or obtained from a Vendor or any other third party through the XPERTAGE Platform, (3) any violation of third party rights or claims or demands that Products or Services offered or displayed on the XPERTAGE Platform may violate or may be alleged to violate third party rights or claims by any part that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants, (4) unauthorized access by third parties to data or private information of any User, (5) statements or conduct of any User of the XPERTAGE Platform.

13.4 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not XPERTAGE has been advised of or should have been aware of the possibility of any such losses arising.

## 14. Indemnification.

14.1 You agree to defend, indemnify and hold XPERTAGE and its affiliates, directors, officers and employees harmless from and against any and all losses, claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from or related to (1) your use of the XPERTAGE Platform, (2) your breach of any representations and/or warranties made by you to XPERTAGE and (3) claims asserted by third party rights claimants or other third parties relating to products offered or displayed on the XPERTAGE Platform

## 15. General terms

15.1 Electronic Communications. You consent to receive electronic communications and You agree that all agreements, notices, disclosures and other communications that We provide to You electronically, via email and on the Site satisfy any legal requirement that such communications be in writing.

15.2 Our Intellectual property. XPERTAGE owns all the XPERTAGE content that XPERTAGE has put on the Platform. This includes the design, compilation, look and feel, logos, trademarks, copyright and other intellectual property on xpertage.com. You may not copy, distribute, modify, or make derivative works of any of the XPERTAGE content. You may also not use any of our intellectual property in any other way as expressed in these terms and conditions.

XPERTAGE (including its authorised licensees), all versions of the XPERTAGE and XPERTAGE logos, variations and abbreviations of XPERTAGE and its trademarks used in connection with xpertage.com, or the Website are trademarks or registered trademarks of xpertage.com. Other trademarks, service marks, graphics and logos used in connection with XPERTAGE may be the trademarks of other third parties. Your use of XPERTAGE grants You no right or license to reproduce or otherwise use any XPERTAGE or third-party trademarks.

Vendors are allowed to use the XPERTAGE Mark to advertise the availability of Products and Services on the Platform, and Buyers may use the XPERTAGE Mark to advertise their use of the Platform.

15.3 **Insurance.** Parties will maintain adequate insurance as required by Law and suitable for managing their business.

15.4 **Confidentiality.** To the extent confidential information is exchanged, the recipient will protect the secrecy of the confidential information of the discloser with the same degree of care as it uses to protect its own confidential information, but in no event with less than due care, and will not disclose or permit others to disclose another's confidential information to anyone without first obtaining the express written consent of the owner of the confidential information.

15.5 **Relationship between Parties.** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between You and Us, or between You and anyone else with an Account or user account. Neither You nor Us can bind each other in any way.

15.6 **Notices.** Any notice You send Us must be submitted via email to info@xpertage.com. Any notice We send to You will be emailed to the email address you specified in Your XPERTAGE user account.

15.7 **Severability.** The Terms, including all of the policies that make up these Terms, supersede any other agreement between You and XPERTAGE regarding Your Account on xpertage.com. If any part of the Terms is found to be unenforceable, that part will be limited

to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

**15.8 Hierarchy.** Unless mutually agreed to between You and xpertage.com, in the event of any conflict between the Terms of this Agreement and any Exhibits to these Terms that are explicitly agreed with You in writing, the order of precedence is as follows: (a) any XPERTAGE Master Services Agreement that may be in place b) any exhibits to these Terms that are explicitly agreed with You in writing either prior to or subsequent to You setting up Your account on xpertage.com; (b) XPERTAGE General Terms and Conditions.

**15.9 Waiver.** Neither Party shall be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.

**15.10 Force majeure.** Under no circumstances shall XPERTAGE be held liable for any delay or failure or disruption for the L&D Services delivered through the XPERTAGE Platform resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, pandemics, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

**15.11 Disputes between Buyers and Vendors.** If You are unable to resolve a dispute related to a transaction with either a Vendor or a Buyer, You may contact us for support. XPERTAGE will attempt to help You resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; We will not make judgments regarding legal issues or claims. XPERTAGE has no obligation to resolve any disputes.

**15.12 Disputes with XPERTAGE.** In the event of queries or disputes related to the payment processes or fulfillment processes managed by XPERTAGE; Buyer or Vendor shall promptly notify XPERTAGE in writing within 8 business days of receipt of the basis for the query, setting forth the details of such disagreement. XPERTAGE and the Party shall use good faith efforts to resolve the queries promptly. XPERTAGE is committed to resolving your query within 14 business days of receipt. Once the query has been resolved, XPERTAGE may then take further action if deemed necessary.

**15.13 Applicable law.** The Laws of India governs these terms, and You submit to the jurisdiction of the courts for the resolution of any dispute between us.

**15.14 Contact Information.** Please contact Us at the following email address:  
info@xpertage.com

## Additional Terms for Vendors

### 1. Preamble

Welcome to the XPERTAGE Platform. These Terms and Conditions for Vendors are designed for businesses that want to position and sell Products and Services on the XPERTAGE Platform to Enterprises or Training Providers.

1.1 These "Vendor Terms and Conditions" constitute a legally binding Agreement ("Agreement") between you and XPERTAGE and govern your rights and requirements related to selling Products and Services on the XPERTAGE Platform.

1.2 All activities on the Platform are governed by the XPERTAGE General Terms and Conditions. Every registered Buyer or Vendor adheres to these terms when performing activities on the Platform.

### 2. Selling Products and Services on the XPERTAGE Platform

2.1 **Agreement between Buyers and Vendors.** When Selling Products or Services and upon receiving an order confirmation or SoW from xpertage.com, a legally binding agreement is formed between Buyer and Vendor. You will then be contractually bound to deliver the Products or Services, and Buyers are obligated to pay for these Products or Services. The agreement made between Buyer and Vendor is subject to the XPERTAGE General Terms and Conditions. Buyers and Vendors acknowledge and agree that they, and not XPERTAGE, will be responsible for performing the obligations of the Agreement between Buyers and Vendors; that XPERTAGE is not a party to such agreements, with the exception of XPERTAGE acting as a reseller of Vendor's Products and Services to the Buyer.

2.2 **Invoices.** All purchases on the XPERTAGE Platform will be invoiced by the authorised XPERTAGE Licensee, under the XPERTAGE name following the XPERTAGE General Terms and Conditions.

2.3 **Your promises to Buyers.** When offering Products and Services on the Platform, you agree to comply with the promises made to Buyers as specified in Article 7 of the XPERTAGE Terms and Conditions.

2.4 **Price.** You have the full authority to set the price for the Products or Services that you sell on the Platform in the currencies that are available for publishing. XPERTAGE may change the number of publishing currencies from time to time. XPERTAGE offers capabilities to customize the price for specific customers or regions.

2.5 **XPERTAGE Subscription Programs or discount programs.** You may voluntarily participate in XPERTAGE Subscription Programs and offer your Products or Services as part of such a program. XPERTAGE determines the price for subscriptions. The commercials for Subscription Programs may differ from your agreed commercials, and XPERTAGE will agree these commercials separately with you for Subscription Programs. When XPERTAGE negotiates volume sales or other arrangements with Buyers as part of creating business opportunities for Vendors. XPERTAGE will give You an option to evaluate any special deals and choose to participate. Given the nature of the special deal, the Platform Fee may differ for special deals or special promotions.

2.6 **Loyalty Program.** You may voluntarily participate in XPERTAGE Loyalty Programs. Loyalty Programs grant Buyers benefits such as additional discounts on Products or Services. Participating in a Loyalty Program may impact your Vendor Proceeds.

### **3. Earning and Payouts**

**3.1 Vendor Proceeds.** The net Vendor Proceeds are based on the quantity of Products and Services sold, minus any Products that have been returned under valid conditions for returns, and minus any Services that have been cancelled within a valid period and under valid conditions minus the 8% margin retained by XPERTAGE as a reseller.

**3.3 Payouts for Products.** XPERTAGE offers a return period of 30 days for all Products purchased by Buyer. In order to accommodate this return period, payments to Vendors are due 40 days after the transaction and are taken in the monthly payment run thereafter. Vendor's payments are indicated through a reverse invoice that is shared with the Vendor 2-3 working days prior to the payout of the Vendors proceeds.

**3.4 Payouts for Services.** XPERTAGE invoices Business Account Buyers immediately after delivery of the Service and Other Buyers on booking of the order. Accordingly, payouts to Vendors are due 30 days following the invoicing to respective Buyers. Vendor's payments are indicated through reverse billing that is shared with the Vendor 2-3 working days prior to the payout of the Vendors Proceeds. XPERTAGE does not accept invoices from you other than the reverse billing invoice we send Vendors.

**3.5 Currency Conversion.** In case a transaction takes place in another currency than your Base Currency, the price of the Product / Service is converted into your Base Currency first issuing reverse invoice.

Any currency conversion for transactions in other currencies will be based on a conversion rate with a markup of 1.5% on the mid-market exchange rate on the date when the settlement report is created and shared with the Vendor 3-4 days prior to the payout. Settlement reports are shared close to the agreed payment term with the Vendor. Conversion rates are derived from <https://currencylayer.com/> and are updated on a daily basis.

**3.6 Refunds.** If under any circumstances, money paid to Vendor is required to be paid back to the Buyer, the Vendor will promptly, within 10 days of the request of refund by XPERTAGE, transfer the relevant amount received of the transaction from XPERTAGE, back to XPERTAGE's bank account.

**3.7 Travel and Expenses payouts.** When 'Fixed Travel and Expenses' are charged to the Buyer there is no obligation to provide receipts and Travel and Expenses will be paid to you together with the Fee for the Services delivered.

**3.8 Withholding Taxes.** If required by law, XPERTAGE will charge, collect and account withhold taxes in connection with transactions. If required, XPERTAGE will provide Vendor with relevant documentation that is required by law about the deduction or withholding.

**3.9 Currency Conversions.** XPERTAGE is not responsible for any additional charges and/or fees that Vendor's bank or financial institution may apply to the payments Vendors receive from XPERTAGE.

#### **4. Adding or removing Products or Services to/from the Catalog**

**4.1 Adding Products or Services.** As a Vendor you can create Products or Services on the Platform. You are able to leverage all delivery methods available to you and use them to design the Product or Services that you want to offer on the Platform.

**4.2 Review Before Publication.** XPERTAGE retains the discretion to approve or reject a Product or Service submitted for sale by a Vendor. XPERTAGE has the responsibility to offer a balanced catalog of Products and Services, and hence may not approve your Product or Service to the offering. This discretion also holds true if the Product or Service is modified after it has been published.

**4.3 Retiring Product or Services.** Vendors can at any time permanently retire existing Products or Services provided that they notify the last day of the Product or Service for sale at least 30 days in advance. In case there is an urgent reason to retire an existing L&D Service with a notice shorter than 30 days - then the request needs to be sent to the Platform team along with the reasons for urgent withdrawal. Vendors are obliged to support Products or Services until the validity date of any issued vouchers for Products, until the fulfillment process for physical Products has been completed, or when the SoW for Services has expired.

**4.4. User Reviews and performance information.** The Products and Services that you offer on the XPERTAGE Platform may include user-generated content such as reviews, ratings, and evaluations. XPERTAGE may supplement user generated content with information about your performance, such as response time, number of deliveries, cancellations, etc.

**4.5 XPERTAGE Removing or suspending Products and Services.** XPERTAGE has the right to remove or suspend a Product or Service from the active catalog at our discretion in the situation where issues about a Product or Service are brought to XPERTAGE's attention such as quality concerns, suspicions of authenticity, or possible IP issues, errors or violations.

XPERTAGE will give the Vendor reasonable notice before an L&D Service is removed, but this is not always feasible and XPERTAGE cannot guarantee this. XPERTAGE will always attempt to address these issues with Vendor constructively. XPERTAGE will not be responsible for any loss that You may suffer as a result of Your Products or Services being removed.

## Refund Policy

XPERTAGE's refund policy is set out in Clause 4 of the General Terms and Conditions, reproduced below:-

### 4. Cancelling and returning Products and Services

#### 4.1 Returning Products or Cancellation of Service where payment has already been made.

XPERTAGE will issue a credit note towards the Buyer for the amount invoiced and would credit the money in cases the payment has already been received at the time of product return or cancellation of service. Any costs incurred during the returns/ cancellation including any costs associated with transferring back the funds or incurred in return of products or in relation to any applicable taxes will be charged to the Buyer, and deducted from the credit note issued and from any funds that are returned.

**4.2 Cancellation Terms for Business Account Users** A cancellation policy is agreed between Buyer and Vendor during the order process and confirmed in the SoW.

**4.3 Vendor Cancellation Terms** In case Vendor cancels a confirmed order for a course delivery more than 5 times in a calendar quarter and the reason for the cancellation doesn't qualify either as a Force Majeure (as defined in 15.10) or an Excused Cancellation (as described in this Clause below) or an agreed term with the Buyer in SOW, XPERTAGE reserves the right to temporarily suspend and withdraw the Service from the platform. For this purpose, reasons for Excused Cancellation includes -

4.3.1 Unexpected death or serious illness of the trainer delivering the program;

4.3.2 Serious injury that directly restricts the ability to travel of a Contract Instructor, Service Provider

4.3.3 Significant natural disasters or severe weather or pandemic incidents triggering a state of emergency that directly impact the use of a physical training venue or the ability to travel for the Contract Instructor or L&D Service Provider to the training venue;

4.3.4 Urgent travel restrictions or severe security advisories issued after the time of Booking, by an appropriate government office or agency;

XPERTAGE requires Vendors to provide evidence to support an excused cancellation.

**4.7 Cancellation Terms for Subscriptions.** XPERTAGE does not offer refunds for payments made on subscriptions including course library subscriptions or service subscriptions. If Buyer cancels a subscription, cancellation will become effective at the end of the current period. Buyer will have continued access to the subscription for the remainder of that period and will not receive a refund.

**4.8 Cancelling or returning physical Products.** Printed or physical Products cannot be returned, regardless of the cancellation date or reasons for cancellation. In case physical Products are damaged, missing, or the quality is not acceptable, and the Buyer has notified XPERTAGE support along with photographic proof of the damage within 48 hours of receipt with the intent to return these articles, XPERTAGE will accept these as a valid return.

**4.9 Reprint of lost physical Products.** In case printed materials get lost in shipping, and this does not fall within the responsibility of the delivery organization, XPERTAGE will offer Buyer a free reprint of the printed materials.

