

## Terms & Conditions

The website [www.uptop.in](http://www.uptop.in) the information, services and other materials contained therein are provided and operated by Ras Career Institute Pvt Ltd (referred to as “we”, “us” or “Uptop”). uptop offers curated and specially designed higher education and industry relevant programs.

Please review our Terms of Use, Privacy Policy and other policies available on the Platform (collectively the “Terms”) that govern the use of the Platform and Programs. Each Program will have a standard set of terms dealing with refunds, deferrals, payments etc. governing such Program and our corporate clients may have executed separate written agreements with us, which, in the event of a conflict, will supersede these Terms to the extent of the conflicting provisions. These Terms shall apply to UpTop hosted WhatsApp groups, Facebook groups, Instagram pages, Facebook pages, email/SMS/phone communications and other social media forums hosted by UpTop which shall be deemed to be part of the ‘Platform’ by reference. You acknowledge that certain parts of the Platform, as mentioned above, are provided by third party service providers, and you agree to abide by their terms and conditions. UpTop shall not be responsible for any disruption of services caused by such third-party service providers.

Please note that the use of the Platform and Programs constitutes an unconditional agreement to follow and be bound by the Terms. Although you may “bookmark” a particular portion of the Platform and thereby bypass these Terms, your use of the Platform still binds you to these Terms.

We may change these Terms from time to time without prior notice. You should review this page regularly. Your continued use of the Platform and Programs after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the Platform or Programs if you are not happy with any changes to these Terms.

UpTop makes no representations that the Platform operates (or are legally permitted to operate) in all geographic areas, or that the Platform, or information, services or products offered through the Platform are appropriate or available for use in other locations. Accessing the Platform from territories where the Platform, or any content or functionality of the Platform or portions thereof is illegal, is expressly prohibited. If you choose to access the Platform, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

### User Conduct Policy

Whether you have enrolled for a Program or simply browsing the Platform, once you have accessed the Platform or Programs, you shall be considered a ‘user’ for the purpose of these Terms. You are responsible for all your activities in connection with the use of the Platform and Programs. You hereby agree to fully

comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with such use. You shall not resort to any unethical practices while using the Platform.

Without limitation, you will not post or transmit, or cause to be posted or transmitted, any communication or solicitation or other “phishing”, “pharming” or “whaling” message designed or intended to obtain password, account, personal information, confidential information or private information from any user of the Platform or any other third party whatsoever. However, if any such event does take place, UpTop shall not be liable for any loss in data or if the user’s device, computer or any other property is compromised in any manner. You acknowledge and agree that UpTop has the right to report any and all suspicious or illegal activity to the appropriate legal or police authorities without notice to you.

During your use of the Platform and Programs, you will not:

- harass other users, students, attendees, support agents or visitors;
  - cheat on any homework assignment or exams for the Program;
  - will not post online any secured testing materials;
  - will not share solutions to homework assignments or exams; and
  - will notify the instructors immediately if you become aware of any other user cheating or breaching these Terms, and will comply with the requirements of the specific applicable code of conduct, if any, relating directly to a Program in which such user is enrolled.
- User will not spy through fake chats or acting fake customer and purposefully gathering information from the platform or any UpTop employee.

Upon payment of the Program fees – in part or whole depending on the Program, UpTop shall deliver the terms of use of the Program and will grant you access to the Program. The invoice may be provided to you along with the email confirmation or within two (2) months thereafter. This shall be proof of delivery against the successful payment of fees.

Owing to certain exceptional circumstances, if UpTop has granted you access to a Program pending payment, and UpTop does not receive payments within the stipulated time periods, UpTop may, at its own discretion withdraw your access to the Program, without giving any prior notice.

You agree that you will never divulge or share access to your User Account, with any third party for any reason. You also agree that you will create, use, and/or access only one User Account, and that you will not use any User Account other than your own.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and email address. Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate, current and complete and that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information

provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Platform and your enrolment in a Program, to the extent applicable.

In addition to the registration process, as part of your use of the Platform or participation in the Programs, we may obtain certain information about you and your performance in the Programs. Some of this information may be personally identifiable information. We may use, maintain, and store this information to provide certain services to you now and in the future and may share such information with our Educational Partners or third parties in conjunction with such services or for the purpose of marketing. For example, as further detailed in our Privacy Policy, we may share certain materials or information about you with third parties, including your grades/scores in our classes.

Access to the Programs is restricted to attendees or students that have specifically been granted access by UpTop.

By registering your User Account, you agree that:

- you are registered for the Program only once and will not set up multiple User Accounts; and
- you will abide by these Terms and any terms specific to the Program.

Additional requirements apply to Students. As a Student, in addition to the points above, you agree that you are registering with the intent to complete the assignments, if any, that are relevant and applicable to the Platform or Programs for which you have enrolled.

### **Payment Terms & Refund Policy**

UpTop is committed to protect the privacy of our customer. We assure that the information we collect, and that you choose to share, will be treated well and confidential. UpTop.in shall never disclosed your personal information to any.

#### **Postponement and Termination**

UpTop reserves the right to change or cancel courses if needed. UpTop will try to give as much notice in the occasion of being cancelled or rescheduled of programs. Any changes to services tax components shall be applicable into the complete course total fee and participant will become liable to pay. cancellation or rescheduling made less than 7 working days prior to the class start date will be subject to the full course fee. UpTop reserves the right to change or cancel classes prior to the class start date.

### **Termination by UpTop**

UpTop, holds the right to stop Program at any time owing to reasons like insufficient enrolments, faculty unavailability, or ext. Under such situations the applicants will get full fee refund accept deductions towards administration charges.