

PRIVACY POLICY AGREEMENT

PLEASE READ THESE PRIVACY POLICY AND TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR AFFILIATE MEMBERSHIP OF PAISA MAGNET APPLICATION DEVELOPED AND OWNED BY CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED, THROUGH ITS OFFICIAL ANDRIOD BASED MOBILE APPLICATION AND WEBSITE WWW.EDUCATIONONCLOUD.IN YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT MADE AND EXECUTED ON THE DAY OF ENROLLING FOR MEMBERSHIP THROUGH ONLINE REGISTRATION WEBPAGE OR PAISA MAGNET APPLICATION

BY AND BETWEEN

M/s CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED having its registered office at 34/3, Banaswadi Main Road, Maruthiseva Nagar, Bangalore- 560033, India (hereinafter called the "PAISA MAGNET APP OWNER") and Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrators, representatives and assigns etc of the **ONE PART.**

AND

WHOEVER REGISTER FOR EOC- AFFILIATE MEMBERSHIP BY PAISA MAGNET APPLICATION (hereinafter called the "AFFILIATE MEMBER ") and Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, legal representatives, administrators, representatives and assigns etc of the **SECOND PART.**

In this AFFILIATE MEMBERSHIP Agreement, the meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neutral forms as the context may require.

The "PAISA MAGNET APP OWNER" and the "AFFILIATE MEMBER" are also referred to individually as "Party" and collectively as "Parties"

WHEREAS, The PAISA MAGNET APP OWNER namely CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED is an ISO 9001:2015 certified business organization, and is in business of Designing and Development of Short Term Skill Development Courses and Academic Tutorials Programs (hereinafter referred to as the "Said Course Material") and provide online training of such courses to aspiring students, professionals, employees, entrepreneurs and freelancers through its Head office (Education Department) on a national basis; Online training, Conducting Competitions, Examinations, Certification and AFFILIATE MEMBERSHIP Network Development are also the part of CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED'S business under the brand name "EDUCATION ON CLOUDS" and PAISA MAGNET (hereinafter referred to as the "Brand").

a] The list of Said Course Material with the detailed syllabus of each course is available on the website under "Courses" menu.

b] The AFFILIATE MEMBER is in business of take registration in professional, non-professional and Vocational online training to its students being students, professionals, employees, entrepreneurs and freelancers. AFFILIATE MEMBER will not be responsible to conduct any Online or offline classes for any student registered under CCIPL.

c] The PAISA MAGNET APP OWNER has agreed to grant an AFFILIATE MEMBERSHIP to the applicant to take registrations in the Said Course Material as per the terms and conditions contained herein.

d) AFFILIATE MEMBER has no rights on the leads generated by them. It will be sole property of the PAISA MAGNET APP OWNER and authorized to use the leads as per company's requirement without intimating or informing the AFFILIATE MEMBER anytime.

WHEREAS, the PAISA MAGNET APP OWNER is aiming to expand its Services in an EOC- AFFILIATE MEMBERSHIP owned applicant operated under its Brand.

WHEREAS, the applicant desires to associate itself with the Brand by becoming an AFFILIATE MEMBER in the specified Territory. The applicant has approached the PAISA MAGNET APP OWNER for the same, on the following terms and conditions as elaborated in detail and constitute a vital part of this Agreement. The PAISA MAGNET APP OWNER has agreed in principal for giving the EOC- AFFILIATE MEMBERSHIP on relying upon the representations made by the Applicant.

WHEREAS, notwithstanding the terms and conditions contained herein, the relation between the PAISA MAGNET APP OWNER and the AFFILIATE MEMBER will be that of independent entities and not as principal and agent. Hence for any acts of omission or commission done by AFFILIATE MEMBER, the PAISA MAGNET APP OWNER will not be responsible in any manner whatsoever.

NOW THEREFORE, the parties hereto intending to be legally bound in consideration of mutual Agreements and covenants contained herein do hereby agree as follows:

APPOINTMENT AND GRANT OF LICENCE

1. The PAISA MAGNET APP OWNER hereby grants to the AFFILIATE MEMBER, an Exclusive right to establish and to operate within the defined Territory, the AFFILIATE MEMBERSHIP Business at the Centre under the Brand name under the specific conditions hereinafter set forth.
2. In consideration of receipt of the consideration and subject to the terms and conditions of this Agreement, and PAISA MAGNET APP OWNER hereby grants AFFILIATE MEMBERSHIP personal, Exclusive, nontransferable, limited right and license to run and operate under Brand name "EDUCATION ON CLOUD" for provision of Services, with; (a) limited use of the Intellectual Property Rights in accordance with the terms and conditions of the present Agreement for purposes of the Services, publicity, marketing and the provision of Services under Brand name "EDUCATION ON CLOUDS"; (b) limited use of the PAISA MAGNET APP OWNER's Software, technical know-how, Confidential Information, training material etc. in accordance with the terms and conditions of the present Agreement.
3. AFFILIATE MEMBER disclaims all and any right, title or interest in the Intellectual Property Rights, Software, technical know-how, Confidential Information, training material, or goodwill of PAISA MAGNET APP OWNER derived there from including pursuant to this Agreement apart from expressly granted above and AFFILIATE MEMBER specifically agrees and undertakes that AFFILIATE MEMBER shall not: (a) assert any right in excess of those conferred under present Agreement, or (b) question, dispute or otherwise assail the validity, right, title, interest of PAISA MAGNET APP OWNER in the Intellectual Property Rights owned thereto, or (c) either directly or indirectly through its affiliates or through any other business entities of whatever description employ, claim, assert or hold-out any intellectual property right similar to the Intellectual Property Rights of PAISA MAGNET APP OWNER.
4. AFFILIATE MEMBER understands and specifically agrees that this Agreement does not and shall not create a "technology transfer" agreement under any circumstances for the reason that (a) the technology (including any software, processes, procedures, curriculum and the training methodologies) made available under this Agreement

is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software processes, procedures, curriculum and the training methodologies) will have its own technology license. AFFILIATE MEMBER will not hold itself out as PAISA MAGNET APP OWNER's technology recipient and will not attempt to identify PAISA MAGNET APP OWNER as a technology provider under this Agreement.

5. The licenses granted under this Article shall be valid and operative only during the Term of this Agreement and shall automatically be revoked/ cancelled upon expiry of the Term or earlier termination of this Agreement.

LICENSES/ PERMISSIONS

1. All legal formalities such as obtaining the trade license, all or any permission under any statute or by law or rules of government or local bodies etc, compliance with the local municipal laws, obtaining the insurance etc. shall be complied with and carried out by the AFFILIATE MEMBER at its own cost and responsibility before starting the AFFILIATE MEMBER's Business and the PAISA MAGNET APP OWNER shall be fully absolved of any non-compliance of the same.
2. The AFFILIATE MEMBER confirms to provide the PAISA MAGNET APP OWNER with a copy of all such licenses, compliances etc which is acquired for the purpose of the AFFILIATE MEMBERSHIP Business.
3. AFFILIATE MEMBER understands that obtaining approvals or consents, whatsoever, required for performance of its obligations and effective implementations of various terms and conditions under the present Agreement under the applicable laws, either as condition precedent or during subsistence of the present Agreement, is sole responsibility of the AFFILIATE MEMBER and under no circumstances; it may be deemed to be the responsibility of PAISA MAGNET APP OWNER to obtain any such approvals or consents.
4. During the Term and within the Territory, the AFFILIATE MEMBER shall all the time will remain as main AFFILIATE MEMBER during the Term and within the Territory of the Agreement.

TERM, TERMINATION AND RENEWAL

1. **Effective Date and Term:** The effective date of this Agreement is the date of registration for EOC-Affiliate Membership applied online through educationoncloud.in/buz webpage or Android application PAISA MAGNET and the Term of this Agreement shall be for a complete time from the date of its execution till the date of inactivate the EOC- Affiliate Membership.
2. **Lock-in Period:** There is 1 Month Lock-in Period applicable for EOC-Affiliate Member once Affiliate apply for Prime Membership for PAISA MAGNET App. There is no Lock-in Period for LITE PAISA MAGNET Membership.
3. **This Agreement shall terminate:** i. Once Applicant or affiliate member will inactive PAISA MAGNET Application, This agreement will get terminated automatically. ii. Upon any material breach of the Agreement by the AFFILIATE MEMBER and subsequent failure to remedy the same without any prior notice served by the PAISA MAGNET APP OWNER. iii. The AFFILIATE MEMBER fails to comply with the terms and conditions stipulated in the agreement.
4. **Right of Renewal:** For PRIME PAISA MAGNET Members, At the end of the initial term, this Agreement may be renewed for a further period of 1 months on such terms and conditions as may be mutually agreed between the parties to this Agreement. There is no renewal required for LITE PAISA MAGNET Membership. It's FREE for all the applicants.

EFFECT OF TERMINATION

Upon termination of this Agreement for any of the reasons mentioned above the AFFILIATE MEMBERSHIP shall:

1. Immediately cease to operate and conduct the AFFILIATE MEMBERSHIP Business and provide Services at the Centre.

2. The AFFILIATE MEMBERSHIP shall furnish complete financial and non-financial details in the form and format as may be required by the PAISA MAGNET APP OWNER within seven (7) days of the termination of this Agreement.
3. The PAISA MAGNET APP OWNER shall have the obligation to tender payment of all outstanding Consideration due and payable in accordance hereunder within 7 days of termination of agreement. If the affiliate member is failed to apply for outstanding within 7 working days after termination of this agreement, The PAISA MAGNET APP OWNER will not be liable to pay anything and account will be nullified.
4. The AFFILIATE MEMBER shall execute such documents of severance and cessation as may be desired by PAISA MAGNET APP OWNER.
5. Cease to exploit Brand name owned by the PAISA MAGNET APP OWNER or any company related to it and licensed to the AFFILIATE MEMBER in respect of the AFFILIATE MEMBERSHIP Business and desist from using any mark confusingly or deceptively similar to the trade mark, service mark or logo and style of the PAISA MAGNET APP OWNER in any manner.
6. Unless otherwise authorized in writing by the PAISA MAGNET APP OWNER, remove or permanently cover all signs or advertisements identifiable in any way with the PAISA MAGNET APP OWNER and in the event of failure promptly so to do, to permit the authorized agents of the PAISA MAGNET APP OWNER to enter on the Premises for such purpose.
7. Deliver to the PAISA MAGNET APP OWNER all documents including without limitation Operational Manual, catalogues, instructions, notes, publicity promotional and advertising material, samples, letterheads, business cards relating to the business.

TERMS AND CONDITIONS UNDER THIS AGREEMENT

1. Your access to and use of all the services is conditioned on your acceptance of and compliance with these terms. These terms apply to all visitors, users and others who access or use the services of this website and Android Application.
2. By accessing or using the services, you agree to be bound by these Terms. If you disagree with any part of the terms then legally you cannot access the services provided by CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED.
3. These terms of EOC- AFFILIATE MEMBERSHIP Agreement governs by use of this Website www.educationoncloud.in/ and Android Application PAISA MAGNET of Capital Computers International Private Limited, hereinafter referred to as the "PAISA MAGNET APP OWNER" offer for the AFFILIATE MEMBERSHIP through this website and application.
4. This Agreement includes and incorporates, by this reference the policies and guidelines referred below. The CCIPL (CAPITAL COMPUTERS INTERNATIONAL PRIVATE LIMITED) reserves the right to add, update, delete, and change the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. The CCIPL will alter the changes or revisions have been made, by indicating on the top of this Agreement the date it was last revised. The Change or revised Agreement will be effective immediately after it is posted on this website and PAISA MAGNET application. Your use of the website and PAISA MAGNET Android Application following the posting of any such changes or of a revised agreement will constitute your acceptance of any such changes or revisions. The CCIPL encourages you to review this Agreement whenever you visit the website and PAISA MAGNET application to make sure that you understand the terms and conditions governing use of the website. This agreement does not alter in any way the terms and conditions of any other written agreement you may have with CCIPL. If you do not agree to this agreement (including any refereed policies or guidelines), please immediately terminate your use of the website and PAISA MAGNET Application. If you would like to print this agreement please click the print button on your browser toolbar or print it by any other method.

INTRODUCTION

A] The PAISA MAGNET APP OWNER is an ISO 9001:2015 certified business organization namely Capital Computers International Private Limited, and is in business of Designing and Development of Short Term I T Skill Development Courses and Academic Tutorials Programs (hereinafter referred to as the "Said Course Material") and provide online training of such courses to aspiring students, professionals, employees, entrepreneurs and freelancers through its Head office (Education Department) on a national basis; Online training, Conducting Competitions,

Examinations, Certification and AFFILIATE MEMBERSHIP Network Development are also the part of PAISA MAGNET APP OWNER's business.

B] The list of Said Course Material with the detailed syllabus of each course is available on the website under "Courses" menu.

C] The AFFILIATE MEMBERSHIP is in business of take registration in professional, non-professional and Vocational online training to its students being students, professionals, employees, entrepreneurs and freelancers. AFFILIATE MEMBER will not be responsible to conduct any Online or offline classes for any student registered under CCIPL.

D] The PAISA MAGNET APP OWNER has agreed to grant a AFFILIATE MEMBERSHIP to the AFFILIATE MEMBER to take registrations in the Said Course Material as per the terms and conditions contained herein.

E) AFFILIATE MEMBERSHIP has no rights on the leads generated by them. It will be sole property of PAISA MAGNET APP OWNER and AFFILIATE MEMBER can use the leads to send the REMINDERS as per company's guidelines only.

TERMS OF OFFER

1. The AFFILIATE MEMBER, you warrant and represent to the PAISA MAGNET APP OWNER that you are a company/ firm / organization / Individual, validly existing, having a good standing under laws of India and as such has all requisite power and authority to enter into this agreement with the PAISA MAGNET APP OWNER on terms and conditions herein contained.
2. You are hereby allowed, after approval of your AFFILIATE MEMBERSHIP, the right to use and share the Said Course Material designed by the PAISA MAGNET APP OWNER (CCIPL) for its professional business purposes to provide professional online training to its students at CCIPL Head office (Education Department), according to the syllabus provided for the said course by Capital Computers International Private Limited on Company's educational website www.educationoncloud.in.
3. For applying of your EOC AFFILIATE MEMBERSHIP, you will have to fill a Registration form and you are required to upload scanned documents related to you as it's required by PAISA MAGNET APP OWNER to KYC purpose. It's mandatory for all the EOC-Affiliate Members to upload required KYC Documents. The CCIPL shall approve the AFFILIATE MEMBERSHIP on satisfactory observation of uploaded documents and all the features of the online web portal and Android PAISA MAGNET Application shall be made available for further use to the AFFILIATE MEMBER including to activate remittance option in PAISA MAGNET Application.
4. The CCIPL has adopted online procedure for its conduct of business in view to save papers and offers to enter into online agreement to its users. The agreement contains all the terms and conditions of its business.
5. The AFFILIATE MEMBERSHIP is not allowed to enter into or carry out similar business or the like with competitors or otherwise after signing the documents and entering into agreement with CCIPL.
6. The PAISA MAGNET APP OWNER allows the AFFILIATE MEMBER to select and pick some or all courses from the said course material designed and developed by Capital Computers International Private Limited in order to admit students for the selected courses.
7. It is the sole responsibility of PAISA MAGNET APP OWNER to decide and charge the fee from students to be retained by him; also the PAISA MAGNET APP OWNER is required to pay the taxes on such amount collected from students as per Indian Laws. CCIPL will be responsible to pay or refund, for any collected fee and /or taxes, applicable to the PAISA MAGNET APP OWNER in any condition but any refund to the students will get adjusted in AFFILIATE MEMBER's pay-out.
8. CCIPL offers many professional skill development short term courses and Academic Tutorials for students and AFFILIATE MEMBERSHIP business. It is for the AFFILIATE MEMBERS to decide and choose which among these courses they wish to introduce, do campaigning (Online Digital Marketing or Offline) and take registration of the student.
9. The intellectual property rights in the said course material and the name CCIPL shall rest with the PAISA MAGNET APP OWNER and the AFFILIATE MEMBER will not be entitled to amend or alter anything. The AFFILIATE MEMBER shall only act as a promoter of the said course material provided by the PAISA MAGNET APP OWNER i.e. CCIPL.

10. The syllabus for each course shall be prescribed by CCIPL; whereas infrastructure & trainers required for imparting the course is to be arranged and maintained by the PAISA MAGNET APP OWNER. AFFILIATE MEMBER is not liable to conduct any classes for the students registered by them or providing any other benefits offered by CCIPL. The AFFILIATE MEMBER shall only act as a PROMATER of the said course material provided by the PAISA MAGNET APP OWNER i.e. CCIPL.
11. The AFFILIATE MEMBER shall not give any exaggerated or false commitment or information with regard to CCIPL to any student. The AFFILIATE MEMBER will be solely responsible for any such act or consequence of the same, CCIPL takes no responsibility of such act.
12. CCIPL shall be responsible for completing the syllabus and online training of the student and providing pre-recorded course contents.
13. It is expected that the best pre-recorded contents or online trainings shall be provided to the student in order to maintain the brand value of the CCIPL in all respect.
14. In case of refund of fees to the student for any reason, the AFFILIATE MEMBER shall alone be responsible for the same.
15. The AFFILIATE MEMBER warrants to and shall keep all information exchanged with the PAISA MAGNET APP OWNER of confidential nature in whatever form as strictly confidential and shall not disclose it to third parties, without prior written consent of the PAISA MAGNET APP OWNER during the term of this agreement.
16. The PAISA MAGNET APP OWNER, i.e. CCIPL shall not be liable in any way to any third party for any incidental, special, indirect or consequential damages arising out of or relating to this agreement. The AFFILIATE MEMBER shall be solely responsible for any distribution, dissemination or any false promise make by AFFILIATE MEMBER to students. PAISA MAGNET APP OWNER i.e CCIPL is only responsible to provide the services commented by CCIPL to their students, nothing beyond that.
17. The AFFILIATE MEMBER shall be responsible only for promotion and registration of the student.
18. The AFFILIATE MEMBER is facilitated with all the facilities on CCIPL's official website login, related to Promotion to the courses and Registration of the student for Courses materials provided by the PAISA MAGNET APP OWNER.
19. The Parties to this agreement shall conduct their business at all times in accordance with the applicable status, regulations, notification etc. issued by the government or any statutory authority.
20. The AFFILIATE MEMBER is responsible for providing correct data of students enrolled with the CCIPL. The AFFILIATE MEMBER is solely responsible for consequences or loss of having provided wrong data of the students knowingly or unknowingly.
21. The AFFILIATE MEMBER is authorized to use CCIPL or other trademarked names which belongs to CCIPL as a brand name for marketing and promoting the courses. The endeavor shall be made by the AFFILIATE MEMBER that the brand name is not used to mislead anyone on account of CCIPL, and that its brand image shall not be affected adversely in any way.
22. The CCIPL shall charge nominal fee which includes student's Course Completion certificate charges, logistic charges, online examination, and other such services. Towards CCIPL Payment - the AFFILIATE MEMBER

will not get any commission on all other payments except admission fees commission fixed by PAISA MAGNET APP OWNER.

23. The AFFILIATE MEMBER will get the pay-out amount which is available in AFFILIATE MEMBER'S Wallet based on the course fees percentage fixed by PAISA MAGNET APP OWNER, available in the CCIPL AFFILIATE MEMBER'S Login on monthly basis or Minimum remittance guideline fixed by PAISA MAGNET Owner i.e CCIPL. The amount is auto debited from AFFILIATE MEMBER's wallet in the case of Refund Fees or any other extra services provided to AFFILIATE MEMBERS which is chargeable.
24. In case the AFFILIATE MEMBER wants to discontinue for any reason whatsoever, or wishes to terminate contract, they are obliged to communicate the same to the CCIPL by way of letter or Email; in the absence of which it is considered that AFFILIATE MEMBERSHIP is active and operating Paid AFFILIATE MEMBERSHIP fees will not refundable in any circumstances.
25. The CCIPL does not make any business commitment, job commitment, payment guarantee, marketing commitment to any student. If the AFFILIATE MEMBER makes any such claims or promise he/She shall be solely responsible for it and consequences arising thereof.
26. It is assumed by CCIPL that the AFFILIATE MEMBER shall not indulge in any malpractice for passing the students. It is harmful for the image of the AFFILIATE MEMBERS as well as the CCIPL.
27. To help AFFILIATE MEMBERS in better way, PAISA MAGNET APP OWNER reserves the right to use the Login Panel of AFFILIATE MEMBER's and perform necessary changes, without any pre-permission of AFFILIATE MEMBERS.
28. All information regarding CCIPL has been published and updated from time to time on the official website of CCIPL. AFFILIATE MEMBERS is required to provide all the information about CCIPL to student before admitting them for any course and insist they go through the official website of CCIPL.
29. The Certificate issued by the CCIPL can be validated and verified through the number printed on the Certificate on the official website.
30. The Examination shall be conducted and certificate will be issued only for those students who have enrolled in the CCIPL course and passed the examination.
31. The CCIPL reserves right to send SMS, EMAIL or Communicate through any other way, at any time related to course matter. The AFFILIATE MEMBERS must take an acceptance for this commitment from students at the time of admission and Registration.
32. The CCIPL has adopted online examination method and can conduct exam throughout the year.
33. The CCIPL has secured its data by taking backup. However, CCIPL is not responsible for any damage to the data. The AFFILIATE MEMBER is requested to keep all the data with them in any other format they deem suitable, which can be easily accessed by them.
34. The AFFILIATE MEMBERS shall buy the best, high speed internet connection from reliable service provider at his own.

APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Any dispute, controversy, or claim arising out of or relating to this agreement or the breach termination or the invalidity thereof, shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Award of the Arbitral Tribunal shall be final, conclusive and binding upon the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.

In case of any change in the terms and conditions due to change in the circumstances shall be considered as by default.

The CCIPL is neither running any government scheme nor taking any government grant. CCIPL is a self-dependent, self-organized organization in the business of designing courses for students and create affiliate members for promotion purpose. The CCIPL does not take responsibility that the certificate issued by it shall be accepted by any government organizations or business organization. The aim of the CCIPL is to relevant proper online training to the students with the help of AFFILIATE MEMBERSHIP network. The CCIPL issues the certificate as well as mark sheet for some courses.

BY USING THIS WEBSITE, MANAGEMENT LEAD PANELL AND PAISA MAGNET APPLICATION, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.

Important Note: This is online terms and condition agreement document. Applicant's signature is not required on this agreement document. Once applicant accepts the terms and conditions mentioned in this agreement, bound for it.
