

# Digital Marketing

— Terms & Conditions —



**Job Guarantee Program**



Please read these terms and conditions (collectively hereinafter referred to as **“T&Cs”**) before enrolling/ participating into the Digital Marketing Job Guarantee Program (**“Program”**). For the purposes of these T&Cs, wherever the context so requires **“you”** or **“your”** shall mean any natural person/learner/customer who enrolls or participates in this Program.

You agree that, by enrolling/ participating in this Program, you will be bound by these T&Cs and you acknowledge that you have read and understood these T&Cs and you satisfy the Program eligibility requirements as provided herein below.

These T&Cs are in addition to the Simplilearn Terms and Conditions, Terms of Use and Privacy Policy, as may be applicable, to which you agree by using the Simplilearn.com website or its corresponding mobile application/ mobile site (collectively hereinafter referred to as **“Simplilearn.com”/ “our website”**). To the extent the Simplilearn.com Terms and Conditions, Terms of Use and Privacy Policy are inconsistent with these T&Cs, these T&Cs will prevail with respect to this Program only.

This Program T&Cs along with the Simplilearn Terms of Service, Terms of Use and Privacy Policy on Simplilearn.com set forth the entire understanding between you and Simplilearn with regard to this Program. Any provision of these T&Cs that is unenforceable shall not impact the enforceability of any other provision of these T&Cs. Simplilearn shall have sole discretion to determine whether the Program T&Cs have been satisfied and whether you are eligible for any Refund Guarantee (defined below).

Simplilearn Solutions Private Limited (hereinafter referred to as **“the Company”/ “We”/ “Us”/ “Simplilearn”**) has designed this comprehensive Program to help learners kick start or advance their careers in the exciting field of Digital Marketing. Through this Program, learners who successfully complete this Program will gain access to a guaranteed job offer in the domain of Digital Marketing. The curriculum and subsequent assessments of this Program have been designed by industry experts in the field of Digital Marketing. The core purpose of this Program is to enable learners to attain skills required to propel their career in the domain of Digital Marketing. After successfully completing the Program, learners can become eligible for a wide range of roles in the Digital Marketing domain, such as Digital Marketing Executive, Digital Associate, Digital Marketing Specialist, Email Marketing Executive, SEO Executive, Social Media Executive and many others in the Digital Marketing domain.

# Specific Terms & Conditions:

## 1. Eligibility Criteria/ Requirements For This Program:

To be eligible for this Program, you (learner) should meet all the following criteria. You must:

1. Hold a Bachelor's Degree from an accredited institution.
2. Have completed your bachelor's degree by the time you graduate from this Program if you are a final year student.
3. Have a minimum 60% academic score in 10th & 12th and 50% in Graduation & Post Graduation (if applicable)
4. Have 0-3 years of work experience when you graduate from this program.
5. Hold a valid marksheet and degree which needs to be provided for evaluation when required.
6. Successfully cleared your diploma or degree, whichever is applicable, without any kind of failure or break, in any manner whatsoever.
7. Be legally authorized to work in India without sponsorship.
8. Graduate from the enrolled Program within the expected duration of the Program and submit all course assignments/ exercises within the prescribed timelines.
9. You must be proficient in spoken and written English, as determined by initial interactions with the Simplilearn admission team.
10. You must be able to pass any background checks associated with jobs for which you have applied under this Program.
11. Pay Program Fees upfront, or through any of the available payment plans; income share agreements are not eligible.

## 2. Enrollment/ Admission Process For This Program

The enrolment/ admission process for this Program is as follows:

1. Register for this Program on Simplilearn.com website by filling in your profile details as required therein.
2. If your profile is shortlisted for this Program, you will become eligible to appear for an online assessment test for this Program which is designed and conducted by HackerEarth Technologies Private Limited (“HackerEarth”) on behalf of Simplilearn.
3. The result of the online assessment test will be provided to you via your email provided to us at the time of registration for this Program.
4. If you successfully clear the above-mentioned online assessment test for this Program, then, you will be offered enrollment/ admission into the Program.
5. You can confirm your enrollment/ admission to the Program by paying the Program Fee as mentioned on our website within the prescribed timelines, if any.
6. It is implied that you have fully read and are aware of the eligibility criteria/ requirements and the Program details mentioned on the website prior to applying and then applied for enrollment/ admission to this Program.
7. Once your enrollment/ admission is complete the same is not transferable. The enrollment/ admission is valid only for this Program and cannot be exchanged for any other programs offered by Simplilearn.
8. After your enrollment/ admission to this Program you cannot break from the Program once the batch has started/commenced or defer the enrollment/ admission to a later batch. For any unavoidable reasons, if the batch is changed then you may have to pay the applicable batch transfer convenience charges, as may be calculated by the Company at its sole discretion. In case of batch change, the days and timings of the changed batch may be different from the current batch and the Company does not guarantee the same batch schedule.

### 3. Refund Guarantee For This Program:

If you have successfully graduated from the Program by obtaining the final Certificate of Achievement issued by Simplilearn, activated the Career Services with Simplilearn and have completed, without any violation/ default, with the terms and conditions of Career Services including but not limited to, participated in all the mentoring and profile building sessions arranged for you, conducted a professional job search, appeared for all the interviews that you have been shortlisted for, and have not yet received a job offer for a Qualifying Position (defined) within the Career Service Period (defined), then you are eligible for refund and may request for such refund of Program Fee using the refund request by emailing at [careerservices@simplilearn.net](mailto:careerservices@simplilearn.net) or raising a service request on the learning platform through Arya.ai. The refund request form requires you to certify that you have met all the terms and conditions of this Program and have not been offered any job for a Qualifying Positions (defined below) within the Career Services Period (defined below).

The refund request must be submitted as above within 30 (thirty) days after the end of your Career Services Period.

**Note:** Refund, upon approval by Simplilearn, will be processed within 30 (thirty) business days to the original source of payment, excluding taxes.

## 4. When Is Refund Guarantee Under This Program, Not Applicable:

Following are the possible situations that void the applicable Refund Guarantee for this Program includes, but are not limited to the following:

1. You do not submit the academic documents or mark sheets to verify that you pass the eligibility criteria
2. You do not successfully complete the course curriculum under the Program within the stipulated timeline and as a result fail to graduate from the Program; or
3. You ask for an extension on Program duration due to validity expiry; or
4. You partially complete the course curriculum under the Program and subsequently withdraw from the Program or cancel your enrolment/ admission from the Program, for any reason, after your initial enrolment/ admission date; or
5. You do not activate the Career Services under the Program within 1 month of graduating from the Program and obtaining the final Certificate of Achievement issued by Simplilearn.
6. You activate the Career Services under the Program within the above-mentioned timeline but subsequently you on your own accord, take up another job offers/opportunity outside the job offers/ opportunities provided/ to be provided to you by Career Services or decide to pursue other endeavors (e.g., own business, freelancing, etc.) and eventually opt-out of receiving Career Services support under this Program; or
7. You do not complete the Career Services as per the schedule provided below, as may be applicable.

Service	Expected usage timeline
Profile creation on Naukri.com job portal	Within 15 days of availing Career Service
Resume preparation	Within 30 days of availing Career Service
Mock Interviews (1 minimum)	At the time scheduled post learner confirmation

8. You miss applying to 2 (two) or more of the posted jobs for Qualifying Positions on the Simplilearn job portal.
9. You significantly change your job search strategy during the Career Service Period (defined below), including without limitation to industry, profile, unless agreed to in advance with Career Service Team.
10. You do not apply for job opportunities in relation to Qualifying Position that are provided by the Career Services under this Program which are suitable for your educational background or experience.
11. You become physically or mentally impaired to conduct an effective job search or take up any job opportunity provided by the Career Services under this Program during the Career Service Period (defined below).
12. You no-show or reschedule/cancel a call with less than 24 hours' notice with a Career Service coach/ advisor or mock interviewer for 3 (three) or more times during the Career Service Period (defined below).
13. You cancel your one-to-one mock interview session with less than 2 days' notice prior to your session
14. You do not consistently communicate with your Career Services coach, including failure to notify your Career Services coach of any requests for interviews or job offers/ opportunities you have received within 1 day.
15. You do not follow through with the interview process for Qualifying Positions (defined below) in a timely and professional manner within 48 hours, including but not limited to, not participating as expected by the prospective employer in the interview process by not providing responses to employer communications, or not showing up on time for interviews, or not providing documents or follow up as expected by prospective employers.
16. You turn down a job offer/ opportunity for a Qualifying Position during the Career Service Period (defined below) based on factors including but not limited to city, company etc. or accept another job offer for a position that is not a Qualifying Position (defined below) during the Career Service Period (defined below).
17. You do not have valid work authorization under the applicable laws, or your work authorization has been invalidated by the relevant statutory authority during the Career Service Period.

18. You behave in an unprofessional manner that violates Simplilearn's Code of Conduct available as outlined in the course catalog.
19. You fail to pass the background check associated with the job offer/ opportunity under this Program.
20. You accept any job offer/ opportunity within the Guarantee Period (defined below) prior to completing the Program by obtaining the Certificate of Achievement issued by Simplilearn or prior to activation of the Career Services under this Program. This will be considered as a successful placement under this Program and Refund Guarantee shall not be applicable.



## 5. When Is Refund Guarantee Under This Program, Applicable - Conduct and Performance Requirements:

For the Refund Guarantee to be applicable you must all fulfill the following criteria:

1. Attend live classes and complete self-learning videos as per the certification unlock criteria of the program
2. Submit all phase-end projects and successfully pass the same within the stipulated time as per the certification unlock criteria of the program
3. Once you successfully graduate from the Digital Marketing Program and obtain the Certificate of Achievement issued by Simplilearn, you will become eligible to avail the Career Services under this Program.
4. Once you are eligible to avail the Career Services under this Program then within 1 month of graduating from the Program and obtaining the final Certificate of Achievement issued by Simplilearn, you need to activate the Career Services by raising a ticket on your learning platform regarding initiation of the Career Services.
5. Check in with your coach by text/ phone call at least once a week or as outlined by your assigned Career Services coach/ advisor.
6. Cancel your one-to-one mock interview session at least 2 days prior to your session.
7. Track all your job search activity including but not limited to application confirmation emails, photos from events, registration verifications using your tracker defined/provided by Simplilearn or an alternate as approved by Simplilearn and produce this resource at each of your coaching sessions.
8. Complete all mandatory mock interviews and training sessions assigned by your Career Service advisors/coach.
9. Reply to the Career Services team and all Simplilearn correspondence within 48 hours of receipt of the same.
10. Not commit acts of dishonesty during the application process and the term of Program (including the Guarantee Period, as defined below).
11. Earn Career Service coach/advisor approval of all Career Artifacts including

but not limited to Resume, LinkedIn, Projects profile during the Career Services Period

12. Apply to at least 40 Qualifying Position jobs each month and ensure the same is documented appropriately.
13. Attend at least 2 (two) events including but not limited to meetups, conferences, seminars, grade source informational interviews, networking events, hackathons, workshops, job fairs, or other options approved by your Career Service coach/advisor.
14. Collaborate with your career coach/advisor to create a personalized job search plan approved by your Career Service coach/advisor.
15. Take guidance from your Career Services coach/ advisor and follow their recommendations on your job search strategy including but not limited to building your network and applying for job types that are a good fit for you.
16. Must be able to pass any background check from your previous employers/ institutes. In case you fail to pass the background check associated with the job offer, you will not be eligible for the program fee refund.

**Note:** Timelines of course completion does not include any freeze, pause, or extension granted by Simplilearn. Once you have successfully completed the Program and have unlocked the Certificate of Achievement, you will become eligible for the job search program

# General Term and Conditions:

1. On your enrollment/ admission to this Program, it is implied that you have fully read and are aware of the eligibility criteria/ requirements for this Program and the Program details mentioned on the website.
2. By enrolling in this Program, you consent to being placed on any mailing list for promotional and other marketing materials from Simplilearn.
3. Please note that Simplilearn or its affiliates may be running similar programs at the same time as this Program. By entering in this Program, you will not be eligible to receive any benefits in any other program unless you enroll/ participate in each program separately.
4. Simplilearn may, to the maximum extent permitted by applicable law and in its sole discretion, change the T&Cs or cancel the Program at any time; or modify, terminate, or suspend the Program should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control corrupt or impair the administration and security of the Program. Learners will be informed of such contingent events, if any, through email. If you have any objections to the above-referred changes you may contact us via our Toll-free number 1800-212-7688 and discuss alternate options, if any. In the absence of any objection raised, it is construed that you have accepted the changes and have willingly waived any rights, under the applicable law or otherwise, to raise any future objections in relation hereof.
5. Simplilearn may, in its sole discretion, disqualify any learner from this Program or the Refund Guarantee if such learner is found to be: (a) tampering with the enrolment and/or admission process with false and misleading information or the operation of the Program; (b) acting in violation of these T&Cs; or (c) acting in an disruptive manner or with intent to annoy, abuse, threaten or harass any other person in relation to this Program.
6. By enrolling in this Program, you give Simplilearn and its affiliates permission to use your name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, write-ups, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Program. You agree that Simplilearn and its affiliates has the right to publish your saved item details for any marketing and promotional communication that follow.

You agree that Simplilearn shall have complete ownership of such write-ups, pictures, etc., including the entire copyright, and may use them for any marketing and promotional purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation or royalty, etc. for the use of such pictures, etc., and hereby release Simplilearn, its affiliates, its agents and permitted assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to Simplilearn, its affiliates, its agents and permitted assigns to use your name and likeness to promote the Program.

7. **Privacy:** You understand that, by enrolling in the Program, you are sharing your personal data (including personal sensitive data) with Simplilearn and its affiliates for communicating with you at present and in the future as well with respect to this Program and any other related promotional activities in relation to Simplilearn online courses. All information (including personal data and personal sensitive data) submitted in connection with this Program will be treated in accordance with these T&Cs and the Privacy Policy available at [Simplilearn.com](http://Simplilearn.com). You are supposed to always abide by these T&Cs and Privacy Policy available at [Simplilearn.com](http://Simplilearn.com). Any unethical and unprofessional conduct of non-adherence by you with these T&Cs and Privacy Policy, shall cause cancellation of your enrollment/ admission from this Program and forfeiture of the Program Fee.
8. **Digital Devices and Connectivity:** You need to have your own desktop or laptop computer, webcam, headset with echo cancellation mic (collectively referred to as “**Digital Devices**”), software, uninterrupted broadband internet connectivity and uninterrupted electric power supply (“**Infrastructure Connectivity**”) to join this Program. Enrollment/ admission to the Program implies that you have the requisite Digital Devices, software and Infrastructure Connectivity required for attending the Program. Not having the requisite Digital Devices, software and Infrastructure Connectivity as may be required for attending the Program will affect your learnings. You are solely responsible, at your own cost, to arrange for your own resources including the Digital Devices, software and Infrastructure Connectivity as required for you to attend the Program. You are fully responsible for the proper functioning of your Digital Devices, software and Infrastructure Connectivity. For the procurement, installation, upgradation, or troubleshooting of any Digital Devices, software and Infrastructure

Connectivity, you need to contact your own vendors at your own cost and Simplilearn is not responsible for the same.

9. **Learning Management System:** As part of the Program, Simplilearn will provide access to the online Learning Management System (LMS). LMS will have the facility to attend online sessions, access to digital learning materials, session recordings, assignments, learning plans as applicable for the Program. The access to the LMS will be for the period of Program completion only.
10. **Communication:** To keep you informed and updated about the learning with respect to this Program, and other services in relation thereof, Simplilearn may communicate with you through anyone/or all means such as SMS/Call (@registered mobile number), email (@registered email-ID), or by post (@residential address) or message on LMS. All such communications sent to you shall be considered acknowledged and read. You are solely responsible to update any change in your details, by writing to the helpdesk. You hereby confirm that laws in relation to the unsolicited communication referred in National Do Not Call Registry (the “**NDNC Registry**”) as laid down by Telecom Regulatory Authority of India will not be applicable for such communication, calls, SMS received from Simplilearn, its employees, agents and/or associates.
11. **Governing Laws and Jurisdiction:** The Program T&Cs are governed by the laws of the Republic of India. The Program and all accompanying materials are copyrighted. All rights reserved. On your enrollment to this Program, you agree that all decisions related to the Program and the related T&Cs are final and binding on you. Failure by Simplilearn to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person. These T&Cs are subject to Indian laws and the courts at Bangalore shall have the exclusive jurisdiction in respect of any disputes or any matter arising here from.

## 12. Discipline:

- You are required to adhere to the norms of discipline and decorum during the Online Sessions. Non-adherence to the same may result in consequential penal action, which may even include cancellation of enrollment/admission and forfeiture of the Program Fee.
- In case you are found using unfair means during online examinations, or while doing hands-on assignments and assessments, by indulging in activities like copying, discussions, using technology-based instruments, or other means to cheat, you will be debarred from the further continuation of the Program and forfeiture of the Program Fee.
- There will be Zero tolerance towards any form of copying. If there is even a small doubt about copying, the assessor may decide not to evaluate the assignments submitted. The Assessor's decision is final in cases of plagiarism.
- Indiscipline shall include, but not be limited to misbehavior, nuisance, brawl, use of foul language in the online chat forums, posting objectionable material in the Learning Management System (LMS), use of unfair means at the time of assessments, being drunk, having consumed narcotics substances, and indulging in any act or omission which amounts to discouraging / demeaning/ hampering the program structure during the Online Sessions.

13. Medical Fitness: By enrolling in the Program, you confirm the understanding that this Program is being offered through Online admission and the training is delivered online, and you are medically fit to undergo the same without any constraints, whatsoever. In case the Program is backed with placement assurance and/or placement guarantee and/or job guarantee, as may be applicable, then your placement and/or job offer post completing the Program successfully is subject to clearing the medical fitness tests/ requirements, if any, of the recruiting organization. If you are unable to clear/ satisfy the medical fitness tests requirements, Simplilearn will not be responsible for the placement/ job offer/opportunity and there will be no refund of the Program Fee. In such cases, Simplilearn shall be deemed to have discharged its obligations towards your placement and/or job offer/opportunity.

14. Grievances: In case you have any concerns or queries, please reach out to our Grievance Officer. Our Grievance Officer shall undertake all reasonable efforts to address your grievances in the shortest possible time. You may contact us at:

**Grievance Officer:** Abhishek Mukherjee

**Phone:** 080-45466100 or Toll-free number: 1800-212-7688

**Email:** grievance.redressal@simplilearn.net

**Timings:** 10 AM to 7:30 PM, IST - Monday to Friday, except holidays)

15. Amendments: Simplilearn reserves the right to amend, modify, withdraw or substitute any of these T&Cs without any prior notice. The changes may be necessitated due to Simplilearn's focus on continuous improvement of the processes and services, research and development in the methodologies, pedagogy, technology obsolescence, industry requirements, and statutory compliances. All amendments, if any, will be updated in these T&Cs and/or Simplilearn.com Terms and Conditions, Terms of Use and Privacy Policy, as may be applicable and will be notified to you via Communications. You would be required to read and abide by such amendments, is any.
- Amendments: Simplilearn reserves the right to amend, modify, withdraw or substitute any of these T&Cs without any prior notice. The changes may be necessitated due to Simplilearn's focus on continuous improvement of the processes and services, research and development in the methodologies, pedagogy, technology obsolescence, industry requirements, and statutory compliances. All amendments, if any, will be updated in these T&Cs and/or Simplilearn.com Terms and Conditions, Terms of Use and Privacy Policy, as may be applicable and will be notified to you via Communications. You would be required to read and abide by such amendments, is any.

# Acceptance of the Program T&Cs:

The Terms and Conditions will be provided through an acceptance letter that the learner has to accept before paying the Program Fee / enrolling for the Program. In the event, you are not willing to accept the Terms & Conditions applicable to Digital Marketing Job Guarantee Program then you shall not be authorized or allowed to opt for this Digital Marketing Job Guarantee Program offered by Simplilearn Solutions Private Limited.

The enrollment/ admission form is to be filled by the learner only and the learner is solely responsible for the correctness and completeness of the information provided in the enrollment/ admission form, including the supporting documents, if any required. The learner understands and agrees that in case the details provided by the learner in the enrollment/ admission form are found to be incorrect / misrepresented at any time, then the enrollment/ admission for this Program will be canceled and there will be no refund of the Program Fee.

On payment of the Program Fee and enrolling for the Program the learner confirms that the learner has read, understood, and agreed to all the terms and conditions of this Program as mentioned in this document & Simplilearn.com Terms and Conditions, Terms of Use and Privacy Policy and has not relied on any other oral representation by Simplilearn team or any other third party.



# Definitions:

- **Career Services Period** - The period that starts as soon as you activate/enroll for the Career Services post receiving/ unlocking the Simplilearn Certificate with respect to this Program and ending 6 months after activating/ enrolling with our Career Services.
- **Certificate of Achievement** - is the digitally verifiable document issued to the Learner upon completing the Program and meeting the required prerequisites as applicable for completion of the Program.
- **Candidate** - shall mean an individual meeting the Eligibility Criteria of the Program
- **Eligibility Criteria** - shall mean the eligibility criteria that the Candidate must meet before he/she applies for the Program
- **Guarantee Period** - The period beginning at enrollment date of the Program and ending 6 months after being enrolled with our career services post receiving the Simplilearn Certificate.
- **Learner** - shall mean the Candidate who has taken admission/enrollment in the Program as per the admission/enrollment criteria and evaluation process mentioned hereinabove.
- **Program Fee** - shall mean the total fee for the program payable by the Learner for the services opted with the Program. Applicable taxes to be paid on and above the Program Fee.
- **Qualifying Positions** - Roles including but not limited to Digital Marketing Executive, Digital Associate, Digital Marketing Specialist, Email Marketing Executive, SEO Executive, Social Media Executive and many others with a minimum CTC of INR 2.5 LPA.



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## INDIA

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**Disclaimer:** All programs are offered on a non-credit basis and are not transferable to a degree.