

Terms and Conditions for **Simplilearn Solutions Private Limited**  
**Survey based learning objectives claim ('The Claim')**

**1. Definition**

Management:	Simplilearn Solutions Private Limited (hereinafter referred to as "Simplilearn", "Management", "Client", "Company" or "We"), including its concerned personnel, associates, affiliates/subsidiaries, collaborators, partners and/or organizers responsible for the overall conduct of the survey and analysis of the same.
Respondents:	Individuals' learners who have successfully completed at-least a course on the Company's learning platform and have completed the survey sent by the Management in December 2021 or April 2022.
Claim Terms & Conditions (Claim "T&C"):	The terms governing the Claim, as may be amended from time to time by the Management
Website Terms and Conditions:	<a href="https://www.simplilearn.com/terms-and-conditions">https://www.simplilearn.com/terms-and-conditions</a>
Website Privacy Policy	<a href="https://www.simplilearn.com/terms-and-conditions#privacy-policy">https://www.simplilearn.com/terms-and-conditions#privacy-policy</a>

- 1.1. Learners who have responded to the survey are referred to as "Respondents" or "Participants" or "Learners" and deemed to have consented to these Claim Terms and Conditions.
- 1.2. These Claim Terms and Conditions may be modified by the Company without any prior notification to the Respondents.
- 1.3. You are advised to go through the Company Privacy Policy available at: <https://www.simplilearn.com/terms-and-conditions#privacy-policy> and other relevant documentation including any modifications, alterations, or updates thereof, that are published on Company's website [www.simplilearn.com](http://www.simplilearn.com) which are owned and operated by the Management.

**2. Background**

Simplilearn Solutions Pvt Ltd has launched a survey for its learners to assess whether they have met their learning objectives (find a new job, getting certified, update skillset and knowhow, etc.) The survey Respondents include learners who have completed pre-defined courses as defined by the Management through the Company's learning platform.

**3. Survey Respondents**

- 3.1. Learners who have completed pre-defined courses as selected by the Management have participated in the survey.
- 3.2. Learners who have completed the survey conducted by the Management in December 2021 and April 2022.
- 3.3. Respondent agrees that Respondent, and not Management, is responsible for all content, including objectives selected (met and not observed) submitted by Respondent through the platform selected by the Management.

**4. Survey based results**

- 4.1. The Claim is based on a sample number of responses received by the Respondents who have taken the survey.

- 4.2. The Management does not guarantee achieving the learning objectives in any manner and is solely based on Respondent's experience.
- 4.3. The Claim is intended only to provide information about the activities and experience of the Company's Learners and should not be understood as a guarantee or assurance of future success/ prospects in any manner whatsoever.
- 4.4. The survey results were dependent on a variety of facts and circumstances unique to the particular Learner, and do not reflect the entire record of the Learner(s) involved.

## **5. Confidentiality and Publicity**

- 5.1. Management shall use all the information collected from the Participants for the Survey analysis, promotion, or anything as deemed fit by the Management. The Participant by providing the aforesaid sensitive personal information, if any, hereby agree that Management shall have the right to share the information so collected with such other third party as required for the purpose of the Survey and hereby agree that they shall not file any claim against Management for sharing of such personal information. Any information shared by the Participant to Management shall be handled by Management in terms of the privacy policy of Management available at:  
<https://www.simplilearn.com/terms-and-conditions#privacy-policy>
- 5.2. By participating in the survey, Participant agree to participate in any media or promotional activity resulting from the survey as reasonably requested by the Management at their expense and agree and consent to use of their name and/or likeness by the Management in relation thereof.

## **6. Privacy**

Participants agree that data submitted by them with the survey including responses and email address may be collected, processed, stored, and otherwise used by Management and its affiliates for the purposes of conducting and administering the survey. By participating in the survey, Participant agree to the transmission, processing, disclosing and storage of this personal data (including personal sensitive data, if any) by Management and its affiliates. All personal information (including personal sensitive data, if any) that is collected from the Participant is subject to Company's Privacy Policy, located at:  
<https://www.simplilearn.com/terms-and-conditions#privacy-policy>

## **7. Participants Communication**

Participants hereby explicitly consent to receive email, telephone, WhatsApp, or text messages from Company for the purpose of providing alerts and information related to the Survey and or related services/offerings of the Company during/after the Survey. This consent shall override any registration Participants may have made in the National Do Not Call Registry.

## **8. Disclaimers**

- 8.1. Management has no obligation to screen information submitted by the Participants and is not responsible for monitoring information submitted by the Participants, to prevent violation of intellectual property ownership rights of anyone including third parties, or for violations of any applicable laws, rules, or regulations in relation thereof.
- 8.2. The Website/Platform is provided on an "as-is" basis without any warranties of any kind. To the fullest extent permitted by applicable laws, Management disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness, serviceability, success, results for a particular purpose and non-infringement in respect of the Survey and Website. Without limiting the foregoing, Management specifically disclaims any warranty (a) that the Website/Platform will be uninterrupted or error-free, (b) that defects will be corrected, (c) that there are no viruses or other harmful components that exist on the

Website (d) regarding the security of information submitted, and (e) regarding correctness, accuracy, or reliability. If due to Participant's use of the Website/Platform, online entry form results in the need for servicing or replacement of Participant's or another's equipment or data, Management is not responsible for those costs.

## **9. Website**

9.1. Management shall not be under any obligation to Participant(s) and Participant(s) shall have no rights in relation to the Survey and shall have no claims whatsoever against Management relating to the selection of responses or the running of the Survey

9.2. Management shall not be responsible for:

9.2.1. Any delivery, failures relating to the submission of Survey

9.2.2. not receiving or rejecting any data

9.2.3. Any lost, late, or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and

9.2.4. Other conditions/situations or failures beyond its control

## **10. Warranty and indemnity**

To the maximum extent permitted by law, Respondent indemnifies and agrees to keep indemnified Management at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein.

## **11. Limitation on Liability**

The material contained in Surveys, the Claim displayed on the Company's Website, or otherwise supplied to the Participants is provided without any guarantees, conditions, or warranties as to its accuracy. We do not warrant that the functions contained on the Website, or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the servers that deliver the Website will be corrected, or that the Website or those servers are made available free of viruses or other harmful components.

## **12. Systems and availability**

12.1. Management, its affiliates, process advisors, contractors, partners and promotion are not responsible for technical, hardware, software, or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, Website, Internet, or ISP unavailability, server issues, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Participants / Participant's ability to participate, including any injury or damage to participants or any other person's computer or mobile device relating to or resulting from participating in or downloading any materials. Management is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, technically corrupted, or misdirected answers/entries/submissions, which will be disqualified. Management shall attempt to use commercially reasonable efforts to ensure the security and accuracy of all answer's personal details (provided, however, Participants acknowledge and agree that such methodologies are not infallible, and that the Management make no guarantee and shall not be responsible as to their effectiveness).

12.2. Any loss or outrage or dissatisfaction suffered by a Participant during course of Survey, would not be the responsibility of Management and/or its associates/ affiliates and Management or its associates/affiliates will not be responsible to make good any such loss or dissatisfaction. All attempts will be made to protect the data from loss and corruption, but in the event such data loss happens, Management may have to continue with whatever data is

available or could be saved, or in any other manner as it may deem reasonable. Management should not be held responsible for any loss of data, or the action taken on account of the same. Management will not be held responsible to make good any such loss or dissatisfaction on account of such loss.

- 12.3. The Participant acknowledges that all possible issues may not have been identified by Management and its partners and agrees to hold harmless Management and its partners for the application, network, process, technical or any other failures. Any losses, injury, discomfort, loss of privacy, inability to participate or any other discomfort of any sort caused to the Participant or the Participant's property, or device shall not be the responsibility of Management or its associates, partners.
- 12.4. No person (i.e., either the Participant, potential Learner or any person on behalf of the Participant) shall initiate litigation against Management or its partners in any manner without first providing Management a complaint at **email ID: [grievance.redressal@simplilearn.net](mailto:grievance.redressal@simplilearn.net)** and providing Management an opportunity to address the complaint.
- 12.5. Management shall not be liable for any failure of the application server or system while filling the survey

**13. Forum and recourse to judicial procedures:**

- 13.1. This Survey is governed by the laws of India, and the courts in Bangalore will have exclusive jurisdiction to try any dispute arising from this Survey. By participating in this Survey, you agree to be bound by the terms of these Terms and by Management's decisions, which are final and binding on all matters pertaining to this Survey. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Survey are hereby excluded, and Participant expressly waive all such rights.
- 13.2. Notwithstanding anything contrary contained herein, the Company shall have the right to seek and obtain any injunctive, provisional, or interim relief from any court of competent jurisdiction to protect its trademark or other intellectual property rights or confidential information, or to preserve the *status quo* pending arbitration.