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# 1. Introduction

## 1.1 Legal Disclaimer

This Terms and Conditions document constitutes an electronic record in accordance with the provisions of the **Information Technology Act, 2000**, including all applicable rules, regulations, and amendments thereto, notably the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**, and the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**. This electronic record is generated by a computer system and does not require any physical or digital signatures, in compliance with applicable law.

By continuing to access or use the official website of Mentoria Overseas Education, located at [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com) (hereinafter referred to as the “**Website**”), you, the user, signify your clear and unequivocal agreement to be bound by these **Terms and Conditions** and any other policies or notices posted by the Company. If you do not agree to these Terms and Conditions, in whole or in part, you are advised to immediately discontinue access and use of the Website and all services provided therein.

These Terms and Conditions shall apply to all categories of users, including but not limited to **students, parents, browsers, vendors, clients, customers, affiliates, education partners, service providers, and content contributors** who access or engage with any part of the Website or services offered by Mentoria Overseas Education.

The information, content, resources, and tools provided on the Website are **intended solely for informational and general guidance purposes**. Nothing on the Website constitutes or is intended to constitute:

- Legal advice,
- Financial planning or tax advice,
- Immigration consultancy or representation before government agencies,
- Educational guarantees,
- University admission assurances, or
- Any other form of regulated professional service.

All users are hereby advised to obtain **independent professional advice** prior to making any educational, financial, immigration, or legal decision based on any content or material displayed on the Website.

KN NEXUNITED PRIVATE LIMITED, operating under its brand name **Mentoria Overseas Education**, including its **directors, officers, employees, consultants, affiliates, and authorized representatives**, expressly disclaims and shall not be held liable for any direct,

indirect, incidental, consequential, punitive, or special damages or losses incurred by users or third parties arising out of:

- Reliance on any information published on the Website;
- Use or misuse of any tools, forms, or downloads;
- Engagements made with third-party service providers linked or referred on the Website.

By using this Website, you acknowledge that the content, while regularly updated and curated for quality, may not always reflect the latest regulatory or institutional changes, and you assume full responsibility and risk for your use of or reliance on such content.

## 1.2 About the Company

The Website [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com) is owned, operated, and maintained by **KN NEXUNITED PRIVATE LIMITED**, a company incorporated under the provisions of the **Companies Act, 2013**, and duly registered with the Ministry of Corporate Affairs, Government of India. The Company operates under the registered trademark and brand name “**Mentoria Overseas Education**”, which represents its global education advisory and consultancy vertical.

The Company’s **registered office** is situated at:

**Office No. 2, Bhagyalaxmi Apartment, D’Souza Colony, College Road, Nashik, Maharashtra – 422005, India.**

**KN NEXUNITED PRIVATE LIMITED**, through its brand **Mentoria Overseas Education**, is engaged in offering end-to-end overseas education consultancy services to individuals aspiring to pursue higher education in international destinations. The Company’s offerings include, but are not limited to:

- Career counseling and goal mapping
- Psychometric assessments and profiling
- Country and course selection guidance
- University shortlisting and admissions support
- Application documentation and review services
- Visa counselling and preparation
- Pre-departure and post-landing guidance

- Support with education loans, forex, and accommodation (via third-party tie-ups)

Mentoria Overseas Education functions as a facilitator between students and various international educational institutions and service providers. While the Company may assist in the application process, communication with universities, and submission of documentation, **it does not function as an agent, legal representative, or decision-making authority for any foreign university, government body, or visa-granting authority.**

The Company does not make any representations or warranties, express or implied, regarding:

- Guaranteed admission to any institution or program;
- Approval of student visas or residence permits;
- Employment or post-study outcomes;
- Accuracy of third-party content, deadlines, or fees published on or linked through the Website.

The services provided are advisory in nature and are intended to **empower the user to make informed decisions** about overseas education options. All users are solely responsible for their decisions, including submission of information, documentation, and adherence to deadlines as required by external institutions or authorities.

The Company reserves the right to modify, update, or discontinue any part of its services or features, including pricing structures and program eligibility, at its sole discretion and without prior notice.

## 1.3 Definitions

For the purpose of these Terms and Conditions, and to ensure clarity and mutual understanding between the User and the Company, the following terms shall bear the meanings assigned to them below, unless the context requires otherwise. These definitions shall apply uniformly throughout this document and to all associated policies including, but not limited to, the **Privacy Policy**, **Refund Policy**, and any service-level agreements.

### 1.3.1 “Company”, “We”, “Us”, “Our”

Refers to **KN NEXUNITED PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 2013, having its registered office at Office No. 2, Bhagyalaxmi Apartment, D’Souza Colony, College Road, Nashik, Maharashtra – 422005, and operating under the

brand/trademark **Mentoria Overseas Education**. This includes its employees, agents, representatives, affiliates, successors, and assigns, unless expressly excluded.

### **1.3.2 “Mentoria Overseas Education”**

Denotes the education consultancy vertical, trademark, and operating brand of KN NEXUNITED PRIVATE LIMITED, which provides services related to overseas education counseling, application assistance, visa support, and related student advisory services.

### **1.3.3 “Website”**

Means the online platform hosted at [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com), inclusive of all its subdomains, webpages, mobile-responsive formats, content, tools, downloadable materials, embedded media, contact forms, and any other functionality made available through digital means by the Company.

### **1.3.4 “User”, “You”, “Your”, “Client”**

Means any natural person (including a student, parent, legal guardian, or guardian on behalf of a minor) or legal entity who:

- Accesses or browses the Website;
- Registers interest in any service;
- Interacts with Company representatives;
- Avails or attempts to avail services offered by Mentoria Overseas Education;
- Or communicates via any electronic form with the Company.

The term includes both paid and unpaid users, and those interacting on behalf of others (such as guardians of students).

### **1.3.5 “Services”**

Refers to the complete range of offerings provided by the Company under the Mentoria Overseas Education brand, whether free or paid, including but not limited to:

- Career counseling and profile assessment;

- Psychometric testing and interpretation;
- Country/course/university shortlisting;
- Application documentation assistance;
- Interview preparation and review;
- Visa filing guidance;
- Pre-departure briefings;
- Post-arrival support and international transition consultation;
- Referrals to third-party providers for accommodation, forex, education loans, or related services.

These Services may be delivered online, in person, or through third-party integrations, as applicable.

### **1.3.6 “Third Party” or “Third Parties”**

Means any individual, company, platform, educational institution, payment gateway, immigration consultant, or service provider that is not controlled by, owned by, or operated by **KN NEXUNITED PRIVATE LIMITED**, but whose services may be referenced, integrated, or utilized by the Company for delivering or enhancing its Services. This includes, but is not limited to:

- Payment processors,
- University portals,
- Loan providers,
- Visa consultants,
- Travel agencies,
- External software and CRM vendors.

The Company is not responsible for the actions, omissions, data handling, pricing, or outcomes associated with such Third Parties unless expressly stated otherwise.

### **1.3.7 “Content”**

Includes all digital and informational elements available on the Website, including but not limited to: text, images, graphics, icons, audio-visual material, blogs, e-books, whitepapers, downloadable forms, calculators, code, FAQs, newsletters, and other tools, whether created by the Company or licensed through third parties. All such Content is protected under intellectual property laws, including copyright and trademark statutes.

### **1.3.8 “Personal Information”**

Shall have the same meaning as prescribed under the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**, and includes any data that can directly or indirectly identify a User, such as:

- Name, contact details, date of birth;
- Educational background;
- Financial and passport details;
- Academic documents and sensitive personal records.

Collection and processing of such data are governed by the Privacy Policy.

### **1.3.9 “Terms” or “Terms and Conditions”**

Means this legally binding agreement between the User and the Company, inclusive of all clauses contained herein, and as may be updated or amended from time to time. These Terms also incorporate by reference all related policies, disclaimers, notices, and agreements published on the Website, such as the Privacy Policy, Refund Policy, and additional service-specific conditions.

### **1.3.10 “Force Majeure”**

Refers to any unforeseeable, extraordinary event or circumstance beyond the reasonable control of the Company, which prevents or delays the fulfillment of its obligations, and includes but is not limited to:

- Natural disasters (earthquakes, floods, pandemics);
- War, terrorism, civil unrest, embargoes;



- Government orders or regulatory changes;
- Internet disruptions, cyberattacks, server failure, or power outages.

The Company shall not be held liable for failure to perform under such conditions, provided reasonable efforts are made to resume services.

## 2. General Terms

### 2.1 Acceptance of Terms

These Terms and Conditions (hereinafter referred to as the “Terms”) govern your access to and use of the website [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com) (the “Website”), which is owned and operated by **KN NEXUNITED PRIVATE LIMITED**, operating under the trademark **Mentoria Overseas Education** (hereinafter referred to as “the Company”, “we”, “our”, or “us”).

By visiting, browsing, accessing, registering with, or otherwise using the Website or any Services provided by the Company, whether directly or indirectly, you (“User”, “you”, “your”) acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety, without modification or reservation.

This acceptance forms a legally binding contract between you and the Company, and governs your use of all current and future features, services, tools, content, and functionality provided through the Website.

**Your use of the Website is conditioned upon your express agreement to the following:**

**1. Capacity to Contract:**

You represent that you are competent to enter into a valid and binding agreement under applicable Indian laws, including the Indian Contract Act, 1872. If you are under the age of 18 or otherwise considered a minor under law, your use of the Website must be supervised by a parent or legal guardian who agrees to these Terms on your behalf.

**2. Voluntary Consent:**

You understand and acknowledge that your use of the Website, submission of information through forms, registration for services, or any other interaction with the Company via the Website constitutes voluntary and informed consent to be bound by these Terms.

3. **Binding Nature:**

These Terms, along with the Company's **Privacy Policy**, **Refund Policy**, and any other legal notices published on the Website, form a unified and binding legal framework. Continued use of the Website shall be deemed to signify your ongoing consent to all such terms.

4. **No Oral Modifications:**

No advice, guidance, or information (whether oral or written) provided by any employee, affiliate, or representative of the Company shall be deemed to alter or modify these Terms unless such changes are formally published in writing on the Website.

5. **Rejection of Terms:**

If you do not agree to these Terms, you are expressly instructed to discontinue all use of the Website and to refrain from availing any Services offered by the Company.

6. **Continued Use:**

Any continued use of the Website after changes to these Terms have been posted shall constitute your acceptance of such revised Terms. It is your sole responsibility to review the Terms periodically to remain informed of any modifications.

## 2.2 Changes to the Terms

The User hereby acknowledges and agrees that **KN NEXUNITED PRIVATE LIMITED**, operating under its trademark **Mentoria Overseas Education**, retains full and exclusive authority to update, revise, amend, or otherwise modify these Terms and Conditions (hereinafter referred to as "Terms"), in whole or in part, at any time and for any reason deemed appropriate by the Company.

Such modifications shall be made at the sole discretion of the Company and may arise due to, but shall not be limited to:

- Changes in applicable domestic or international laws, rules, or regulations;
- Compliance with any judicial, governmental, or regulatory directives or advisory notices;
- Introduction of new products, services, features, or subscription models;
- Alterations in internal policies, business models, pricing structures, or operational processes;
- Technological upgrades or enhancements;
- Recommendations from legal counsel, data protection officers, or cybersecurity auditors.

### **2.2.1 Method of Notification**

All modifications to the Terms will be effective as of the date they are posted and published on the Website at [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com), unless a later effective date is expressly stated. The Company may choose, but is not obligated, to provide supplemental notice of significant or material changes through:

- Pop-up banners or alerts on the Website;
- Email notifications (if the User has opted in to receive communications);
- Announcements via official Company newsletters or digital platforms.

It shall be the responsibility of the User to monitor the Website periodically to remain informed of any such updates or modifications. The Company disclaims any liability for User's failure to read or acknowledge posted changes.

### **2.2.2 Binding Nature of Revised Terms**

All modifications, once published on the Website, shall:

- Be deemed incorporated into and become an integral part of these Terms;
- Be legally binding on the User upon continued access or use of the Website or any associated services;
- Supersede any previous versions of the Terms without the need for separate or express consent.

By continuing to use the Website and/or Services following the publication of the revised Terms, the User expressly acknowledges that they have read, understood, and agreed to be bound by such revised Terms, and further waives any right to challenge the enforceability of such changes.

### **2.2.3 Refusal to Accept Revised Terms**

If the User does not agree with any updated, modified, or amended Terms, their sole and exclusive remedy is to:

- Immediately cease all usage of the Website and its Services;
- Terminate any ongoing engagement with the Company, subject to applicable refund and cancellation policies;
- Notify the Company, if desired, of the non-acceptance of terms through official communication channels.

No partial acceptance of these Terms shall be permitted. Continued use of the Website or any Service shall constitute full and unconditional acceptance of all applicable Terms, including any future revisions.

#### **2.2.4 No Waiver of Rights**

The Company's decision not to enforce any particular clause or modification at a given time shall not constitute a waiver of its right to enforce such clause or modification in the future, nor shall it preclude the enforcement of any other provision of these Terms.

### **2.3 Electronic Communication and Consent**

#### **2.3.1 Consent to Receive Electronic Communications**

By accessing the Website, submitting personal information, making inquiries, registering for services, or engaging with the Company through any digital platform, you acknowledge and provide **express, informed, and voluntary consent** to receive communications through **electronic means**.

Such communication may be initiated through, but is not limited to:

- Email communications to your registered email address;
- SMS or text messages to your registered mobile number;
- Phone calls (automated or manual) made by representatives of the Company;
- WhatsApp messages or similar instant messaging platforms;
- Website push notifications or browser alerts;
- In-app messaging (where applicable);
- Any other channel legally permitted under the applicable Information Technology laws of India.

### 2.3.2 Nature and Purpose of Communications

The User understands and agrees that such electronic communications may be transmitted for the following purposes:

- **Transactional purposes**, such as service confirmations, registration updates, payment notifications, and counseling schedules;
- **Operational and service-related purposes**, such as document submission reminders, visa processing alerts, university deadlines, and customer support follow-ups;
- **Marketing and promotional purposes**, including newsletters, webinars, product offers, discounts, new services, educational content, and campaign announcements;
- **Legal and compliance purposes**, including policy updates, changes to Terms & Conditions, notices under law, or dispute-related communications;
- **Feedback and survey purposes**, to improve service quality and customer experience.

### 2.3.3 Legal Validity and Equivalence to Written Communication

In accordance with the **Information Technology Act, 2000**, and any rules and amendments made thereunder:

- All electronic communications sent by the Company shall be deemed to constitute valid "written communication" for legal purposes;
- Such communication shall satisfy any legal requirement that documents be issued "in writing" and shall be admissible in legal proceedings as conclusive evidence of such communication.

### 2.3.4 Right to Withdraw Consent

You may revoke your consent to receive non-essential promotional communications by:

- Clicking the "Unsubscribe" or "Opt-Out" link included in any promotional email;
- Sending a written request to **info@mentoriaoverseas.com** stating your preference to discontinue such communication;

- Adjusting notification settings via your user account dashboard (if applicable).

**Please Note:**

- Withdrawal of consent is only applicable to **non-essential communications** (e.g., marketing emails);
- Communication related to ongoing or subscribed services, including payment, visa, and academic application updates, will **continue to be sent as necessary for service fulfillment** unless you terminate your use of the Services entirely.

### **2.3.5 No Liability for Non-Delivery or Delay**

The Company shall not be liable for:

- Any failure, delay, or misdelivery of communication due to incorrect or outdated contact information provided by the User;
- Filtering of messages by email service providers, spam filters, or network issues;
- Interruptions or errors caused by third-party telecommunications providers or service disruptions beyond the control of the Company.

It is the User's sole responsibility to:

- Provide accurate, current, and functional contact information;
- Whitelist the Company's email addresses and messaging sources to ensure delivery;
- Inform the Company promptly in writing of any change in contact details.

### **2.3.6 Communication Records and Storage**

The User agrees and acknowledges that:

- The Company may **record, monitor, and retain communications** for purposes including quality assurance, training, legal compliance, and dispute resolution;
- The Company may store such communications, including email logs, phone recordings, chat transcripts, and correspondence for a period consistent with applicable law or internal retention policies;

- These records shall be deemed conclusive evidence of communication between the User and the Company.

### 2.3.7 Jurisdiction and Legal Enforcement

Any dispute arising out of the validity, enforceability, or interpretation of electronic communications governed under this section shall be subject to the dispute resolution provisions outlined in **Section 13** of these Terms and Conditions.

## 3. Eligibility to Use the Website

### 3.1 Age & Legal Capacity

This provision governs the minimum age, legal competence, and representational authority required for any individual or entity to use, register for, or interact with the services provided through the Website [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com), owned and operated by **KN NEXUNITED PRIVATE LIMITED**, under the brand name **Mentoria Overseas Education**.

#### 3.1.1 Minimum Age Requirement

By accessing, browsing, registering on, or using the Website or any part of the Services offered by the Company, you represent and warrant that:

- You are **at least 18 (eighteen) years of age**, thereby possessing the legal capacity to enter into a valid and enforceable contract in accordance with the provisions of the **Indian Contract Act, 1872**; or
- You are **between 13 (thirteen) and 18 (eighteen) years of age** and are accessing the Website under the supervision of and with the express consent of your parent or legal guardian, who assumes full responsibility and liability for all actions undertaken by you on the Website.

Persons under the age of 13 are **expressly prohibited** from accessing, registering, or submitting any personal information on the Website. Any violation of this clause shall entitle the Company to take immediate action including, but not limited to, deletion of submitted data, denial of services, and account termination.

### 3.1.2 Legal Competence and Capacity

You further affirm that:

- You are **not of unsound mind**, and are **not disqualified from entering into a contract** under any applicable law;
- You are **not a person barred from receiving services** under the laws of India or any other applicable jurisdiction;
- You are **accessing the Website voluntarily** and without coercion, undue influence, fraud, or misrepresentation.

If you are using the Website on behalf of another person (such as a minor child) or an entity (such as a school, educational institution, or company), you confirm that:

- You have full legal authority to act on behalf of such individual or entity;
- Your actions, submissions, and representations are binding on that individual or entity;
- You shall indemnify the Company from any liabilities, damages, or claims arising out of such representation.

### 3.1.3 Parental or Guardian Responsibility for Minor Users

In the event the User is a **minor** (as defined under applicable law), the **parent or legal guardian** hereby consents to:

- The minor's access and use of the Website and Services;
- Monitor, supervise, and guide all interactions by the minor;
- Be fully responsible for ensuring that the minor complies with all Terms, including lawful use of the Website;
- Assume full liability for any damages, loss, or misuse resulting from the minor's access or conduct on the Website;
- Provide written consent and verification documentation, if requested by the Company.

Failure to obtain or provide such consent when requested shall entitle the Company to restrict, suspend, or terminate the User's access without notice or liability.



### 3.1.4 Misrepresentation of Age or Capacity

If it is found that a User has misrepresented their age, legal capacity, or authority to access or use the Website:

- The Company reserves the right to immediately terminate such access and deactivate the User's account, if any;
- All services availed may be suspended or voided at the Company's discretion;
- Any information submitted by the User may be deleted without prior notice;
- The User and/or their parent/legal guardian shall remain liable for any contractual obligations, damages, or losses resulting from such misrepresentation.

The Company expressly disclaims any liability or responsibility arising from the unauthorized use of the Website by ineligible Users.

### 3.1.5 Right to Refuse Access

The Company reserves the right, but not the obligation, to:

- Request proof of age, legal capacity, and/or parental/guardian consent at any time;
- Deny, restrict, or revoke access to any User who fails to meet the eligibility criteria described herein;
- Enforce such denial or revocation without the need to provide prior notice or justification, at the sole discretion of the Company.

Such action may include termination of any agreements or ongoing services with the User and, where applicable, reporting to relevant authorities if required under applicable laws.

## 3.2 Access for Minors

This section outlines the legal framework and specific conditions under which individuals classified as **minors** may access or use the Website and associated Services of **Mentoria Overseas Education**, operated by **KN NEXUNITED PRIVATE LIMITED**.

### 3.2.1 Definition of a Minor

For the purposes of these Terms and Conditions, a “minor” shall mean any individual **under the age of 18 (eighteen) years**, in accordance with the provisions of the **Indian Majority Act, 1875** and related applicable legal frameworks.

### **3.2.2 Conditional Access with Parental or Guardian Consent**

Minors are permitted to access the Website **only under the direct supervision and with the express, informed, and written consent** of a parent or legal guardian who is competent to contract on their behalf, pursuant to the **Indian Contract Act, 1872**.

By permitting a minor to access the Website or avail of any of the Services, the parent or legal guardian expressly:

- Consents to the processing of the minor’s personal data in accordance with the **Privacy Policy** of the Company;
- Assumes full legal and financial responsibility for all actions, communications, or transactions undertaken by the minor;
- Acknowledges that the Company shall have no obligation to independently verify the age or authority of a minor unless required by law.

### **3.2.3 Parental or Guardian Obligations**

Where a minor accesses the Website or Services:

- The parent or legal guardian agrees to be bound by these Terms on behalf of the minor;
- The parent or legal guardian undertakes to supervise all usage of the Website by the minor, including but not limited to communication with advisors, submission of documents, and any financial transactions;
- The parent or guardian shall be held fully liable for any misrepresentation, violation, or misconduct arising from the minor’s actions on the platform.

The Company shall not be liable in any manner for any consequences resulting from unsupervised or unauthorized access to the Website by a minor.

### **3.2.4 Limited Access to Certain Services**

The Company reserves the right, in its sole discretion, to **restrict, limit, or condition** a minor's access to specific features, tools, resources, or content on the Website, including:

- Paid services such as psychometric assessments;
- Visa or legal advisory interactions;
- Live chat features and community interactions;
- Data submission portals requiring sensitive personal information.

Such restrictions are intended to ensure compliance with applicable laws and internal risk mitigation policies.

### **3.2.5 Data Collection and Protection of Minors' Information**

The Company acknowledges its obligations under the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**, and affirms that:

- It does not knowingly collect personal information from children under the age of 13;
- In cases where such data is inadvertently collected, it will be deleted upon identification or upon request by a parent or guardian;
- The processing of any data belonging to a minor (13–17 years of age) shall be governed strictly by applicable data protection laws, and consent of the guardian shall be deemed mandatory for any form of engagement.

### **3.2.6 Right to Request Proof of Consent**

The Company reserves the right to:

- Request documentary evidence of parental or legal guardian consent for continued use of the Website by a minor;
- Suspend or restrict access if such proof is not provided within a reasonable timeframe;
- Immediately terminate a minor's access if the Company believes that such access violates these Terms, applicable law, or the rights of the minor.

### 3.2.7 Termination of Access for Violation

Any minor found to be accessing the Website without valid and verifiable parental consent shall have their access:

- Immediately terminated;
- All personal data removed in accordance with the Privacy Policy;
- Associated accounts deactivated, if applicable;
- The parent or guardian notified, where possible.

Such action shall be without prejudice to the Company's right to pursue other legal remedies in the event of misrepresentation, fraud, or regulatory breach.

## 3.3 Compliance with Laws

This section defines the legal obligations of the User to ensure that all access to and use of the Website and its Services are conducted in full compliance with applicable statutory, regulatory, and contractual obligations. The User acknowledges that usage of the Website constitutes a binding legal act and agrees to act lawfully and responsibly at all times.

### 3.3.1 General Compliance Obligation

The User covenants and agrees that access to and use of the Website [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com), and any engagement with services rendered by **KN NEXUNITED PRIVATE LIMITED** under the brand **Mentoria Overseas Education**, shall be in **strict conformity with all applicable laws, rules, regulations, statutes, ordinances, and lawful directives**, including but not limited to:

- The **Information Technology Act, 2000**, and applicable subordinate rules and notifications;
- The **Indian Contract Act, 1872**;
- The **Consumer Protection Act, 2019** (as applicable to digital services);
- Applicable **cybersecurity and data protection regulations**, including the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**;

- Relevant laws pertaining to **advertising, intellectual property, foreign education services, and immigration compliance**;
- Any other international or local legal requirements applicable to the User's geographical location or the nature of the service rendered.

The User further acknowledges that **international law, bilateral treaties, or host-country regulations** (in case of overseas education services) may also be applicable to certain services, and the User shall be solely responsible for compliance with the same.

### 3.3.2 Prohibited Activities

The User shall not engage in, or permit any person to engage in, any activity that is unlawful, prohibited, or otherwise breaches applicable laws or the provisions of these Terms. Specifically, the User shall not:

1. **Upload, submit, or transmit** any material that is false, fraudulent, libellous, obscene, discriminatory, or otherwise unlawful;
2. Engage in **unauthorized access, hacking, scraping, deep-linking, data mining, or reverse engineering** of any component of the Website or Company infrastructure;
3. Violate the **intellectual property rights** of the Company or any third party;
4. Impersonate another individual or misrepresent their own identity, authority, qualifications, academic history, or eligibility;
5. Use the Website to conduct or support **fraudulent, harmful, or unethical activities**, including manipulation of academic credentials or visa-related documents;
6. Breach or attempt to breach any security protocol, firewall, or encryption process employed by the Company;
7. Use the Services for any purpose **contrary to applicable foreign exchange regulations**, immigration policies, or anti-money laundering legislation;
8. Assist or induce a third party to commit any of the above activities.

Any such conduct shall constitute a **material breach** of these Terms and may subject the User to immediate account suspension, legal action, or referral to appropriate regulatory or enforcement authorities.

### 3.3.3 Duty to Provide Lawful and Accurate Information

The User affirms that all information, documents, and representations submitted through the Website, including but not limited to identification details, academic records, financial information, and supporting documents, are:

- **Truthful, accurate, and complete** to the best of the User's knowledge;
- Not misleading, forged, altered, or misrepresented in any way;
- Provided with the intent of legal compliance and bona fide service engagement.

Submission of false or misleading information, whether knowingly or negligently, shall amount to a violation of applicable law and these Terms, and may lead to cancellation of services, denial of access, forfeiture of fees paid, and legal action under relevant civil or criminal statutes.

### **3.3.4 Jurisdiction-Specific Compliance**

The User acknowledges and agrees that access to the Website or use of any Services may be subject to **specific jurisdictional laws or international education and immigration protocols**, depending on:

- The User's nationality and country of residence;
- The destination country for educational or immigration services;
- The financial or legal framework under which a service is being rendered.

The Company shall not be liable for any **violation of host-country laws** by the User, and it shall remain the sole responsibility of the User to ensure compliance with visa conditions, educational prerequisites, financial disclosures, and other jurisdictional obligations.

### **3.3.5 Company's Right to Investigate and Enforce**

The Company reserves the right, but shall not be obligated, to:

- Monitor and review the User's activity for compliance with these Terms and applicable laws;
- Conduct internal audits or initiate third-party verification to validate the User's submitted documents and information;
- Disclose User data, without notice, to law enforcement or governmental authorities if such disclosure is:

- Mandated by law or legal process;
- Necessary to comply with any judicial order or regulatory inquiry;
- Required for the prevention, detection, or investigation of unlawful activities;
- In the interest of protecting national security, public safety, or the legal rights of the Company or others.

### **3.3.6 Consequences of Non-Compliance**

Any breach, violation, or contravention of the provisions of this Section 3.3 shall entitle the Company to:

- Immediately restrict, suspend, or permanently revoke the User's access to the Website and/or Services;
- Cancel any ongoing applications, counseling, or contractual obligations without refund;
- Initiate appropriate legal proceedings, including civil claims for damages and criminal complaints, as warranted under applicable law;
- Seek indemnification from the User for all losses, claims, damages, penalties, and costs (including legal fees) arising from such breach.

Such rights and remedies shall be cumulative, and the Company shall not be precluded from pursuing any additional remedy available under law or equity.

## **4. User Account and Registration**

### **4.1 Personal Information Submission**

#### **4.1.1 Voluntary and Informed Submission**

By accessing the Website and voluntarily submitting any form, inquiry, document, or data, the User acknowledges and expressly agrees that:

- Such submission constitutes **informed consent** to the collection and use of their personal data by the Company;
- The submission is being made **knowingly, voluntarily, and without coercion**, and with full awareness of the purpose for which the information is being requested;
- The information provided shall be used exclusively for the delivery, administration, and enhancement of the services provided by the Company, including counseling, profiling, application assistance, visa guidance, assessments, and related processes.

The Company shall not be liable for any consequences arising from the submission of personal data by a User who has not read or understood these Terms.

#### 4.1.2 Categories of Personal Information Collected

The personal information that may be collected from or submitted by the User includes, but is not limited to:

- **Basic Identification Data:** Full name, gender, date of birth, nationality, and passport details;
- **Contact Details:** Mobile number, email address, and residential address;
- **Academic Records:** School or college transcripts, marksheets, certificates, test scores (IELTS, TOEFL, GRE, GMAT, etc.);
- **Financial and Family Data:** Parent or guardian details, annual income declarations, financial documents for visa or education loan support;
- **Sensitive Personal Data:** Psychometric results, personal career goals, health declarations (if required by educational institutions or immigration authorities);
- **Digital Identifiers:** IP addresses, cookies, browser metadata, and communication history;
- **Documentary Uploads:** Scanned copies of passports, photographs, signatures, resumes, letters of recommendation, statements of purpose, and any other documents required for applications.

All such data shall be handled in accordance with the Company's **Privacy Policy** and the applicable provisions of the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**.



#### 4.1.3 Legal Basis and Purpose of Data Collection

The collection and use of personal data are based on the following legal grounds:

- **Contractual Necessity:** Where processing is necessary to provide a service that the User has requested or consented to;
- **Legal Compliance:** To fulfill obligations under Indian law, immigration policies, or university application rules;
- **Legitimate Interest:** To enhance service delivery, perform quality assessments, or detect and prevent fraud;
- **Consent:** Where no other legal ground is applicable, the User's consent shall be deemed the basis for processing.

The data may be used for, inter alia:

- Profile analysis, counseling, and university matching;
- Application processing and communication with educational institutions;
- Visa consultation and document preparation;
- Internal analytics, reporting, and compliance monitoring;
- Promotional communication (subject to opt-in preferences).

#### 4.1.4 Authority to Submit on Behalf of Others

If the User submits personal information on behalf of a third party (e.g., a parent submitting data for a minor child, or a school representative submitting data for students), the User represents and warrants that:

- They have obtained **proper legal authority, power of attorney, or express written consent** from the concerned individual(s);
- The Company is **fully indemnified** against any claims or liabilities arising from the unauthorized submission of third-party data;
- All third-party data provided shall be treated with the same standards of confidentiality and care as direct submissions, provided such authorization is valid.

#### 4.1.5 Cross-Border Data Sharing and Transmission

The User expressly understands and consents that:

- The nature of services rendered by the Company may involve **transmission of personal data to third-party service providers**, educational institutions, or government bodies located **outside India**, including jurisdictions that may not offer the same level of data protection as Indian law;
- Such transfer is done **solely for the purpose of service delivery**, and the Company shall take reasonable contractual and technical safeguards to ensure the protection of such data;
- The Company cannot be held responsible for data misuse by third parties once the data has been shared pursuant to the User's consent or contractual obligation.

#### 4.1.6 Data Retention and Withdrawal of Consent

The User acknowledges that:

- The Company may retain the personal data submitted for as long as is reasonably necessary to fulfill the purposes stated herein, or as required under applicable law;
- Upon completion of services or termination of engagement, the Company may retain such data for legal, archival, audit, or regulatory purposes;
- The User may withdraw their consent to the processing of their personal data by sending a written request to **info@mentoriaoverseas.com**, subject to the limitations imposed by legal obligations or service dependencies.

The Company shall not be liable for any adverse impact caused by such withdrawal if it prevents the continuation or completion of services requested by the User.

#### 4.1.7 Acknowledgement and Risk Assumption

By submitting personal data through the Website, the User:

- Acknowledges that submission of such data involves inherent risks, including but not limited to data transmission errors, unauthorized access, cyberattacks, or third-party

misuse;

- Agrees that the Company has adopted commercially reasonable security measures and shall not be liable for any breach beyond its control;
- Agrees to indemnify the Company against any losses or claims arising from the User's failure to obtain proper consent, provide accurate data, or comply with legal obligations.

## 4.2 Accuracy of Information

This section governs the legal obligations and liabilities of the User with respect to the **truthfulness, reliability, and ongoing accuracy** of any information submitted to the Company via the Website or through any means of communication.

### 4.2.1 Representations and Warranties by the User

The User hereby **represents, warrants, and covenants** to **KN NEXUNITED PRIVATE LIMITED** (hereinafter referred to as "the Company"), operating under the brand **Mentoria Overseas Education**, that:

1. All information, data, and documentation submitted to the Company, whether during inquiry, registration, profile submission, application assistance, counseling, or any other service interaction, is:
  - **True, accurate, complete, and up-to-date;**
  - Provided in **good faith** and with **no intent to mislead, defraud, or deceive** the Company or any affiliated third party;
  - Authenticated and verifiable, whether relating to academic records, personal identification, financial details, or professional background.
2. No material fact or circumstance has been **knowingly concealed or omitted** by the User that could affect the outcome, processing, or rendering of services by the Company.
3. All copies of documents (e.g., transcripts, test scores, passports, recommendation letters) submitted digitally or in hard copy are either:
  - Original, or
  - Certified true copies, or

- Valid reproductions obtained lawfully, with no modification or falsification.

#### 4.2.2 Duty of Continuing Accuracy

The User acknowledges and agrees that:

- The **accuracy of information is not a one-time obligation**, but a **continuing duty** for the entire duration of engagement with the Company;
- In the event of any **change, update, correction, or discovery of inaccuracy**, the User shall:
  - Notify the Company immediately and in writing, and
  - Provide revised and corrected information without undue delay;
- Failure to notify such changes may result in **incomplete, delayed, or invalid processing of services**, including but not limited to university applications, visa procedures, scholarship applications, or documentation preparation.

#### 4.2.3 Company's Right to Verify and Investigate

The Company reserves the **absolute and discretionary right**, without limitation or prejudice, to:

- **Verify the accuracy** of any information or documentation provided by the User, including but not limited to checking with issuing authorities, educational institutions, testing agencies, or immigration bodies;
- Request additional information, clarification, notarized affidavits, or original documentation;
- Conduct internal reviews or external audits, where required by law or institutional policy;
- **Suspend or withhold the provision of services** until such verification has been satisfactorily completed.

#### 4.2.4 Consequences of Inaccurate, False, or Misleading Information

In the event that any information submitted by the User is found to be **false, misleading, fraudulent, forged, materially inaccurate, or incomplete**, whether intentionally or negligently, the Company shall have the right to take one or more of the following actions, without prejudice to any other legal remedy available:

1. **Immediate suspension or termination** of services without notice or refund;
2. **Rejection or withdrawal** of any application, registration, or service already in progress;
3. **Forfeiture** of any fees paid, without liability to the Company;
4. **Blacklisting** of the User from future services and/or access to the Website;
5. **Legal action** under applicable civil or criminal statutes, including for fraud, forgery, misrepresentation, or breach of contract;
6. **Notification to relevant third parties**, including universities, visa authorities, law enforcement agencies, payment processors, or other regulatory bodies.

The User shall be solely liable for all losses, damages, penalties, and legal costs incurred as a result of such misrepresentation or breach.

#### **4.2.5 Indemnification**

The User agrees to fully **indemnify, defend, and hold harmless** the Company, its directors, officers, employees, affiliates, and authorized representatives from and against any and all losses, liabilities, claims, demands, suits, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Submission of false, misleading, or inaccurate information;
- Breach of this clause or any part of these Terms;
- Any claim brought by a third party due to reliance on the User's incorrect or deceptive submissions.

#### **4.2.6 No Liability of the Company for User Errors**

The Company shall not be held liable or responsible in any manner whatsoever for:

- Any consequences, damages, or losses suffered by the User due to their own submission of inaccurate or incorrect information;
- Delays, denials, or rejections from third-party institutions, including but not limited to universities, visa consulates, or funding agencies;
- Errors arising from the User's failure to promptly update critical information or respond to verification requests.

## **4.3 Account Termination**

### **4.3.1 Voluntary Termination by the User**

The User may, at their sole discretion, request to terminate their account or discontinue use of the Website and Services by providing a written notice to the Company at **info@mentoriaoverseas.com**. Such request may arise from:

- Completion of intended services;
- Personal preference;
- Privacy concerns or data removal requests.

Upon receipt of such termination request:

- The Company will verify the identity of the User;
- Any ongoing applications or engagements shall be paused or terminated, subject to confirmation by the User;
- Termination shall be effective within a reasonable period following acknowledgment of the request, subject to the Company's operational timelines.

#### **Please Note:**

Termination initiated by the User shall not entitle them to any refund, compensation, or reversal of payments already made, except where explicitly allowed under the Company's Refund Policy.

### **4.3.2 Involuntary Termination by the Company**

The Company reserves the **absolute and unconditional right**, exercisable at any time and without prior notice, to suspend, restrict, or permanently terminate a User's account or access to services, in whole or in part, under the following circumstances:

1. **Breach of Terms** – If the User has violated any provision of the Terms and Conditions, Privacy Policy, or other applicable legal policies.
2. **Submission of False Information** – Where the User has provided or attempted to provide false, misleading, forged, or fraudulent documentation or information.
3. **Misconduct** – If the User engages in abusive, threatening, defamatory, or unethical behavior towards Company staff, third-party partners, or other Users.
4. **Non-Cooperation** – If the User fails to comply with verification procedures, refuses to provide required documentation, or causes repeated delays in the service delivery process.
5. **Legal or Regulatory Obligation** – If required by law, court order, or government directive, or to protect national security, public safety, or the legal rights of any party.
6. **Security Risk or System Abuse** – If the User attempts to breach Website security protocols, access restricted areas, exploit system vulnerabilities, or engage in activities considered harmful to the platform's integrity.

#### 4.3.3 Consequences of Termination

Upon termination of the User's access to the Website and Services, regardless of whether such termination is voluntary or involuntary:

- All rights granted to the User under these Terms shall be automatically revoked;
- The User shall cease all use of the Website and any tools, resources, content, or documentation obtained therefrom;
- Any pending applications, services, or submissions shall be cancelled, unless otherwise agreed in writing;
- The Company may retain a copy of the User's submitted data for a limited period for record-keeping, legal compliance, audit, or dispute resolution, in accordance with its **Privacy Policy** and applicable law;
- The Company shall not be liable for any loss of data, information, opportunities, or business arising from such termination;

- The User shall remain liable for any outstanding dues, fees, damages, or contractual breaches that arose before or in connection with the termination.

#### **4.3.4 Post-Termination Restrictions**

Following termination:

- The User shall not create a new account or attempt to re-register under a different identity without prior written approval from the Company;
- The User shall not access, use, download, or reproduce any proprietary content or documents previously provided;
- The User shall not falsely represent themselves as a current or affiliated client of the Company.

Any violation of these post-termination conditions shall constitute a material breach and may result in legal action, including injunctive relief and/or monetary damages.

#### **4.3.5 Limitation of Liability**

The Company shall not be held liable for any claims, losses, or damages arising out of or in connection with the suspension or termination of a User's account, provided such action was undertaken in accordance with this Section or based on a reasonable interpretation of risk, breach, or non-compliance.

#### **4.3.6 Survival of Terms**

Notwithstanding termination of the account, the following provisions shall **continue to remain in effect**:

- Indemnity obligations;
- Confidentiality and intellectual property clauses;
- Limitation of liability;
- Dispute resolution and jurisdiction clauses;
- Any accrued rights or obligations of either party.



## **5. Services and Payment**

### **5.1.1 Nature of Services**

The Company provides comprehensive end-to-end services in the field of **international education consulting**, designed to assist students, parents, and academic professionals in planning, preparing for, and executing higher education opportunities abroad.

The services include, but are not limited to, the following categories:

#### **1. Career Counseling and Profile Evaluation**

- One-on-one expert sessions to assess academic goals, interests, and aptitude;
- Personality profiling, career stream guidance, and roadmap planning;
- Psychometric assessments interpreted by trained professionals.

#### **2. Country and Course Selection**

- Advisory services to determine suitable countries based on educational goals, budget, and visa success rates;
- Streamlined course shortlisting aligned with the User's career aspirations and academic history.

#### **3. University Shortlisting and Admissions Support**

- Selection of universities based on admission probability, rankings, and specialization;
- Preparation and review of Statement of Purpose (SOP), Letters of Recommendation (LOR), resume, and application forms;
- Guidance on timelines, eligibility, deadlines, and document checklists.

#### **4. Test Preparation and Advisory (where applicable)**

- Orientation and resources for standardized tests such as IELTS, TOEFL, GRE, GMAT, SAT;
- Diagnostic tests and referrals to third-party coaching providers, if requested.

#### **5. Visa Counseling and Documentation Review**

- Guidance on country-specific visa regulations and procedures;
- Document review, preparation of visa checklists, and mock visa interviews;
- Referrals to third-party visa filing experts, where appropriate.

## 6. Financial Planning and Referrals

- General guidance on tuition estimation, living expenses, and funding strategy;
- Referrals to third-party financial institutions for education loans, forex services, and international payment solutions.

## 7. Pre-Departure and Post-Arrival Support

- Sessions on travel checklists, student accommodation, airport pick-up, safety, and local laws;
- Referrals to third-party housing services or international student communities.

### 5.1.2 Mode of Service Delivery

Services may be delivered through any of the following modes, as applicable:

- Physical sessions at Company offices or authorized partner centers;
- Virtual/online meetings through platforms such as Zoom, Google Meet, or proprietary tools;
- Email, phone, or WhatsApp communication for updates and document sharing;
- Web-based tools, content, forms, or calculators accessible via the Website.

The Company reserves the right to choose, upgrade, or change the delivery mode at any time, depending on operational efficiency, client location, or force majeure events.

### 5.1.3 Customization and Packages

The Company offers its services in structured formats, primarily through bundled solutions under the brand **Mentoria Signature Premium Services**, with clearly defined deliverables and outcomes. The User agrees and acknowledges that:

#### 1. End-to-End Bundled Services

- The Company's core model is based on delivering **comprehensive, start-to-finish education consulting services** covering the entire lifecycle from **career counseling and university shortlisting to application processing, documentation, and visa guidance**.
- No standalone services (e.g., "only SOP review" or "only visa filing") shall be offered in isolation unless explicitly stated under specific exceptions.
- Partial or à la carte services outside the bundled scope will not be entertained unless mandated by strategic agreements with partners or specific public offerings.

## 2. **Mentoria Signature Premium Plans**

- All primary services are delivered as part of **Mentoria Signature Premium Packages**, which may include combinations of:
  - Academic profiling & psychometric assessments
  - Country/course selection
  - Application documentation & submission
  - SOP/LOR/Resume writing
  - Visa counseling
  - Pre-departure orientation
- These bundled services are offered at fixed pricing based on geography, intake period, and target university tier.

## 3. **Standalone Services – Limited Scope**

The only services that may be offered individually (on a standalone basis) are:

- **Standardized Exam Preparation Advisory**, specifically for:
  - **IELTS, TOEFL, GRE, GMAT, SAT**  
(delivered either in-house or through partnered coaching providers)
- **Education Loan Support**, limited to assistance in securing or applying for financial aid via Company-recommended or affiliated lenders;
- **University Application Services to Partner Universities**, where such partnerships permit simplified or expedited admission processing.

4. These standalone services shall be offered **only where explicitly advertised or agreed**, and shall be governed by service-specific terms, without inclusion of visa

support, SOP/LOR drafting, or non-covered deliverables.

## 5. No Visa-Only or Document-Only Services

- The Company does **not offer visa-only**, SOP-only, or LOR-only services.
- Users seeking assistance in such matters must engage in a **full admission-to-visa package**.
- This policy is instituted to ensure service quality, reduce legal liability, and maintain high success rates across jurisdictions.

## 6. Custom Plans – At Company’s Discretion

In exceptional circumstances, the Company may offer customized service plans or pilot offerings, solely at its discretion. Such exceptions shall:

- Be confirmed in writing by an authorized representative;
- Be governed by a separate scope-of-work document or agreement;
- Not constitute a precedent or commitment to offer such plans to any other User.

### 5.1.4 Third-Party Engagements

Certain services may involve the **referral to or collaboration with third-party service providers**, such as:

- Educational loan providers;
- Test preparation institutes;
- Visa consultants or legal experts;
- Accommodation aggregators and relocation support vendors.

While such referrals are made in good faith and with due diligence, the Company:

- Does not act as an agent, principal, or representative of such third parties;
- Shall not be held responsible for any representations, fees, timelines, or service outcomes offered by such third parties;
- Disclaims all liability for disputes, claims, or service failures arising from such third-party interactions.

Users are advised to conduct their own due diligence before availing third-party services.

### 5.1.5 Limitations and Disclaimers

The User acknowledges that:

- The Company **does not guarantee admission, scholarships, or visa approval** by any university, embassy, or government body;
- All services are **advisory in nature** and success depends on multiple external factors including but not limited to student merit, country-specific regulations, intake cycles, institutional discretion, and visa officer subjectivity;
- The Company shall not be liable for delays, denials, or losses arising from incomplete documentation, missed deadlines, or third-party actions beyond its control.

All timelines, recommendations, and forecasts provided by the Company are **estimates only** and not binding promises or legal guarantees.

## 5.2 Pricing and Payment Terms

### 5.2.1 Determination and Communication of Fees

1. The Company shall determine the price of its services based on internal pricing models, market practices, service scope, geographic applicability, and delivery method (online/offline/hybrid).
2. The fees applicable to each service offering (whether part of a bundled package or a standalone offering) shall be:
  - Communicated explicitly to the User via written proposals, quotations, invoices, emails, or digital checkout forms;
  - Specific to the chosen plan (e.g., Signature Premium Plan, standalone exam prep, university partner services, etc.);

- Fixed and non-negotiable, unless specifically provided for under promotions, scholarships, or discount programs.
3. The Company reserves the right to **revise prices periodically** due to factors such as inflation, vendor pricing, exchange rate fluctuations, operational costs, or business strategy, without prior notice. However:
- Price changes shall not affect Users who have already completed full payment or entered into a formal agreement;
  - Partial payments or registrations without full payment do **not guarantee fee protection**.

### 5.2.2 Scope of Fee Coverage

Unless otherwise specified in writing, the pricing for services shall be deemed to include:

- Access to the Company's counseling framework and associated documentation guidance;
- Mentorship and assistance as outlined in the chosen service package;
- Applicable internal assessments, forms, and support templates.

Fees **do not cover** third-party charges such as:

- Test booking fees (e.g., IELTS, TOEFL);
- Application fees charged by universities or government bodies;
- Visa filing charges, biometric appointments, or courier services;
- Education loan interest or disbursement fees;
- Currency conversion, remittance, or bank processing charges.

### 5.2.3 Accepted Payment Methods

The Company accepts the following methods of payment:

- Debit Cards, Credit Cards (Visa, Mastercard, RuPay, Amex, etc.);

- Internet Banking (NEFT/RTGS/IMPS);
- Unified Payments Interface (UPI);
- Mobile Wallets (subject to platform support);
- Cash payments (at Company-authorized locations, with a valid receipt);
- International Payment Gateways (e.g., Stripe, Wise, Razorpay, etc.) for Users based outside India.

All payments must be made using **legally obtained funds** and must comply with all applicable foreign exchange and anti-money laundering laws.

#### 5.2.4 Payment Confirmation and Timelines

1. The Company shall only consider a transaction **complete and valid** upon receipt of full payment and issuance of an **official receipt or confirmation email**.
2. A service engagement shall **not commence** until such confirmation is issued. Any delay in payment may:
  - Result in the User missing critical deadlines (e.g., university intakes, visa appointments);
  - Render previously offered discounts or timelines invalid.

#### 5.2.5 Advance Payment and Milestone-Based Billing

1. For most bundled services (e.g., Mentoria Signature Premium), the Company mandates **100% advance payment** at the time of enrollment, unless an alternate milestone-based plan is explicitly defined.
2. In case of milestone billing, each phase of the service (e.g., counseling → SOP drafting → visa guidance) will only be activated **upon payment of the corresponding installment**.
3. The User understands that **non-payment of a milestone will result in automatic suspension of the service process** and could lead to withdrawal from time-sensitive university or visa applications.

### 5.2.6 Non-Payment, Default, and Recovery

1. If a User fails to make timely payment, provides incorrect payment details, or defaults on an installment:
  - The Company reserves the right to **immediately suspend or terminate access** to all services;
  - Applications in progress may be halted or cancelled;
  - The User may be denied any further interaction, certification, or endorsement by the Company.
2. In the event of a dispute regarding payment:
  - The User must notify the Company within **three (3) working days** of the disputed charge;
  - Failure to do so shall be deemed acceptance of the invoiced amount.
3. The Company reserves the right to **initiate legal recovery procedures**, and the User shall be liable for all associated collection costs, including legal fees, interest, and court charges.

### 5.2.7 Refund and Cancellation Governance

1. Refunds, if any, shall be governed exclusively by the **Refund and Cancellation Policy** published by the Company and accepted by the User at the time of payment.
2. As a general rule:
  - Services once commenced are **non-refundable**;
  - Refunds are not available for dissatisfaction caused by third-party outcomes (e.g., university rejection, visa denial);
  - Any exceptions shall be processed only on written request and shall be subject to internal audit and senior management review.
3. The Company's **decision on refunds shall be final and binding** on the User.

### 5.2.8 Foreign Currency Payments (for International Users)



1. Users located outside India may be permitted to pay in a foreign currency, subject to availability of authorized payment methods and conversion rates.
2. The User acknowledges and accepts that:
  - The exchange rate applied shall be the rate available on the payment gateway or Company's authorized bank on the date of transaction;
  - Additional **bank charges, conversion fees, or international remittance costs** shall be borne exclusively by the User.

#### **5.2.9 No EMI or Credit Facility (Unless Specified)**

1. Unless explicitly stated, the Company does **not provide any EMI or deferred payment facility**;
2. No verbal commitments made by Company personnel shall override the standard policy unless approved in writing by a senior Company official;
3. Any payment installment plan shall be documented in the invoice or service agreement and acknowledged by both parties.

### **5.3 Use of Payment Gateway**

This section governs the terms and legal obligations related to the processing of payments made by the User via third-party payment gateway service providers for the services rendered by **Mentoria Overseas Education**, a registered brand of **KN NEXUNITED PRIVATE LIMITED**, through its official website [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com) or any authorized channel.

#### **5.3.1 Engagement of Third-Party Payment Gateways**

1. The Company facilitates online payments through secure, RBI-compliant, and industry-certified **third-party payment gateway service providers** (hereinafter referred to as "Payment Gateway").
2. These Payment Gateways are independent financial entities and not employees, agents, or affiliates of the Company. Accordingly:
  - All payment transactions are subject to the terms, conditions, privacy policies, and operational controls of the respective Payment Gateway;

- The Company makes no representation or warranty, express or implied, regarding the functioning, accuracy, reliability, or security of such Payment Gateways.

### 5.3.2 User Authorization and Consent

By choosing to make payment through the Company's designated Payment Gateway, the User expressly:

- **Authorizes** the Company and its gateway partners to collect, process, store, and transmit necessary financial data (including but not limited to name, card/bank details, and transaction metadata) solely for the purpose of completing the transaction;
- **Consents** to be bound by the rules, transaction limits, authentication methods (such as OTP, biometric ID, etc.), and data encryption protocols adopted by the gateway provider;
- Acknowledges that the Company does not store sensitive payment credentials (such as card numbers or CVVs) on its servers, and relies entirely on the gateway's encryption and PCI-DSS compliance for secure transactions.

### 5.3.3 Transaction Verification and Delays

1. The User agrees that all transactions may be subject to:
  - **Real-time risk verification** by the Payment Gateway and/or issuing bank;
  - Additional authentication or documentation, as required by law (e.g., 2FA under RBI mandates or KYC verification).
2. The Company shall not be held liable for any:
  - **Delays**, holds, or failed payments due to gateway-side errors, banking holidays, or technical disruptions;
  - **Reversals, duplicate charges**, or **refund errors** caused by third-party systems.
3. The User is solely responsible for:

- Ensuring availability of sufficient funds or credit at the time of initiating payment;
- Entering accurate account/card details and transaction references;
- Retaining a copy of the transaction confirmation and payment receipt.

#### 5.3.4 Disputes, Chargebacks, and Reconciliations

1. If a payment dispute or chargeback is initiated:
  - The User shall **first contact the Company** at **Finance@mentoriaoverseas.com** with full documentation to initiate an internal reconciliation process;
  - The Company will investigate the matter in coordination with the Payment Gateway and provide a resolution or guidance within **7–10 business days**.
2. In the event of an unjustified or malicious chargeback:
  - The Company reserves the right to suspend or terminate services;
  - The User shall be liable to reimburse the disputed amount along with any fees, penalties, or losses incurred.

#### 5.3.5 Gateway Service Charges and Fees

1. Payment Gateways may levy additional processing or convenience fees, which:
  - Shall be **borne solely by the User**, unless otherwise specified by the Company;
  - May vary depending on payment method (credit card, UPI, bank transfer) and the gateway provider used;
  - Are **non-refundable**, even in the event of service cancellation, unless the entire transaction is cancelled before processing.
2. Such charges, if applicable, will be shown at checkout or mentioned in the invoice.

### 5.3.6 Cross-Border Transactions

For Users making payments from outside India:

- The Payment Gateway may require compliance with **FEMA, RBI, or international remittance norms**, including but not limited to furnishing passport details or transaction declarations;
- Currency conversion and foreign exchange fees imposed by the User's card issuer or intermediary banks shall be solely borne by the User;
- The Company disclaims all liability arising from:
  - Conversion rate fluctuations;
  - Additional charges imposed by intermediary or correspondent banks.

### 5.3.7 No Liability for Technical Failures

The Company shall not be liable for:

- **Failed transactions, server outages, or gateway maintenance downtimes;**
- Any **interruption, corruption, or data loss** during payment processing;
- **Fraudulent use of a User's payment credentials** by unauthorized persons, where the breach is not attributable to the Company's systems.

In all such cases, the User must approach the Payment Gateway and/or their issuing bank directly for remedy.

### 5.3.8 Security and Compliance Standards

All transactions processed via the Company's Payment Gateway partners are encrypted and secured through:

- **SSL (Secure Socket Layer)** technology;
- **PCI-DSS (Payment Card Industry – Data Security Standard)** certified platforms;
- **RBI/SEBI guidelines** (where applicable) for authentication and data integrity.

The Company conducts periodic reviews of its gateway partnerships to ensure alignment with prevailing cybersecurity, compliance, and fraud prevention frameworks.

## 5.4 Taxes and Invoicing

### 5.4.1 Tax Compliance and Liability

1. All services offered by the Company are subject to applicable taxation in accordance with the prevailing tax laws of India, including but not limited to:
  - **Goods and Services Tax (GST)** as per the **Central Goods and Services Tax Act, 2017**;
  - Any other applicable **state levies, surcharges, cess, or duties** imposed by relevant authorities.
2. Unless explicitly stated otherwise in a written proposal or invoice:
  - **All prices and fees communicated to the User are exclusive of applicable taxes**;
  - The applicable tax amount shall be added separately and itemized in the final invoice;
  - The **User shall be liable to pay the total amount**, inclusive of all applicable taxes, to confirm service engagement.

### 5.4.2 Place of Supply and Jurisdictional Rules

1. The place of supply for the purposes of GST shall be determined based on the User's billing address, service location, or the nature of the service (inter-state/intra-state).
2. The Company reserves the right to apply taxes in accordance with applicable rules governing:
  - **Export of services** (for Users outside India);

- **Business-to-business (B2B)** or **business-to-consumer (B2C)** classification;
- Educational exemptions or zero-rated supplies (if applicable).

#### **5.4.3 Tax Deducted at Source (TDS)**

1. If the User is required by law to deduct **Tax Deducted at Source (TDS)** under the **Income Tax Act, 1961** or any other applicable statute:
  - The User shall deduct the applicable TDS rate and **remit the net amount** to the Company;
  - The User must provide a **valid TDS certificate (Form 16A)** within the prescribed statutory timeline as proof of such deduction;
  - In the event of non-receipt of such documentation, the Company reserves the right to:
    - Demand the **gross amount without deduction**, or
    - Claim the deducted amount from the User as an unpaid balance.
2. TDS shall not apply in cases where the service amount falls below the minimum threshold prescribed by law or where the Company furnishes a valid exemption certificate (if applicable).

#### **5.4.4 Invoicing and Documentation**

1. The Company shall issue a **tax-compliant invoice** for every payment received, whether partial or full, in accordance with GST rules and standard accounting practices.
2. Each invoice shall contain:
  - Name, address, and GSTIN (if any) of the User;
  - Unique invoice number and date of issue;
  - Description of services provided;

- Breakdown of service fee, applicable tax, and total payable amount;
  - Payment reference details.
3. Invoices will be sent electronically to the email address provided by the User or may be made available via the User's portal or dashboard (if implemented).
  4. Duplicate invoices may be requested in writing and will be provided within **7 working days**, subject to identity verification.

#### **5.4.5 International Payments and Currency Conversion**

1. For Users residing outside India:
  - Invoices may be raised in **INR** or **foreign currency equivalents**, subject to RBI and FEMA guidelines;
  - The Company shall declare such foreign payments under the category of **Export of Services**, as per Indian law.
2. Any bank charges, currency conversion losses, or intermediary fees imposed by the User's payment source shall be borne solely by the User.
3. The amount reflected in the Company's bank account after deduction of all intermediary charges shall be considered the **final paid amount**.

#### **5.4.6 Rectification and Re-Issuance of Invoices**

1. If a User identifies a clerical, typographical, or legal error in an invoice, a rectification request must be made in writing within **five (5) working days** from the date of invoice.
2. The Company may, at its discretion:
  - Issue a **credit note** or **debit note** to adjust the discrepancy; or
  - Cancel and re-issue a corrected invoice.
3. The Company shall not entertain any rectification requests made beyond the permitted time window unless legally required.

#### **5.4.7 Record-Keeping and Statutory Reporting**

1. The Company shall maintain all tax invoices and related transaction records for a minimum of **8 years** from the date of issue or longer, as mandated under applicable laws.
2. All invoicing and taxation matters shall be subject to:
  - Periodic internal audit;
  - External financial review (by statutory or tax auditors); and
  - Governmental scrutiny, if required.

## **6. Intellectual Property Rights**

### **6.1 Ownership of Content**

#### **6.1.1 Definition of Proprietary Content**

For the purpose of this section, “Content” shall include, without limitation:

- All original written material, templates, guides, presentations, assessments, FAQs, or SOP/LOR drafts;
- Brand identity elements including logos, taglines, slogans, service names, trademarks (registered or unregistered), service marks, domain names, and graphical assets;
- Website design, layout, structure, user interface, coding, scripts, databases, backend systems, and visual components;
- Audio-visual content including webinars, recordings, videos, podcasts, animations, and promotional media;
- Educational tools, psychometric frameworks, counselling methodologies, workflow documentation, and proprietary processes;
- All metadata, compiled data, algorithms, analytics, and proprietary frameworks built or developed internally by the Company.

#### **6.1.2 Legal Ownership and Title**



1. **All rights, title, and interest** in and to the Content, including all intellectual property rights therein, whether registered or unregistered, are and shall remain the **sole and exclusive property of KN NEXUNITED PRIVATE LIMITED**.
2. Nothing in these Terms shall be construed as:
  - Granting the User any ownership or proprietary rights to any Content, brand assets, or system logic;
  - Constituting a license, whether express or implied, to reproduce, distribute, transmit, modify, or commercially exploit the Content without prior written authorization.
3. The Company retains **exclusive rights to use, license, sublicense, assign, transfer, or enforce its intellectual property**, including the right to take legal action against infringement, plagiarism, misappropriation, or unlawful reproduction.

#### **6.1.3 User Access Does Not Convey Ownership**

1. Any access granted to the User to view, download, interact with, or use the Content is:
  - **Strictly limited, revocable, non-exclusive, non-transferable, and non-sub-licensable**;
  - Permitted only for **personal, non-commercial use** in connection with services availed through the Company;
  - Subject to compliance with these Terms and any additional usage guidelines or access restrictions published by the Company.
2. The User shall not:
  - Copy, reproduce, republish, upload, post, transmit, display, perform, distribute, or modify any Content without prior written consent;
  - Use any Company-owned Content in presentations, public speaking engagements, classroom instruction, social media posts, or derivative services without explicit authorization;
  - Claim authorship, ownership, or association with proprietary tools or templates developed by the Company.

#### **6.1.4 No Transfer of Rights Upon Service Completion**

1. Completion of services or payment of fees **does not transfer** or assign any intellectual property rights to the User.
2. All deliverables (e.g., SOP drafts, LOR formats, report templates) shared as part of services shall remain the intellectual property of the Company and are provided for **single-use, non-commercial application purposes only**.
3. Users found to be reusing, distributing, or reselling Company-created materials for other individuals, organizations, or competitors shall be liable for **civil, criminal, and injunctive relief**, including but not limited to claims under the **Copyright Act, 1957**, and the **Trademarks Act, 1999**.

### 6.1.5 Enforcement and Remedies

1. The Company aggressively enforces its intellectual property rights and reserves the right to:
  - Pursue legal proceedings for **injunction, damages, recovery of profits, and account of losses**;
  - File complaints under applicable **cybersecurity, anti-piracy, copyright, and trademark laws**;
  - Notify relevant academic, professional, or legal authorities regarding plagiarism, misrepresentation, or fraudulent usage of proprietary content.
2. In the event of a suspected violation, the Company may also:
  - Immediately revoke User access to services and online platforms;
  - Forfeit any refundable amounts;
  - Initiate internal legal action and/or notify law enforcement authorities for criminal prosecution, if warranted.

## 6.2 Usage Restrictions

### 6.2.1 General Restrictions

The User hereby acknowledges and agrees that, unless expressly permitted in writing by an authorized officer of the Company, they shall not, directly or indirectly:

1. **Copy, reproduce, modify, republish, translate, reverse engineer, transmit, or distribute** any proprietary content, system, or service components made available by the Company;

2. **Create derivative works** from any templates, documents, service formats, counseling frameworks, or psychometric tools provided during the course of service;
3. **Store, archive, scrape, data mine, or systematically extract** information, materials, or metadata from the Website or the Company's communication systems using automated software, bots, spiders, or crawlers;
4. **Use the Company's content, trademarks, methodologies, or educational tools** for commercial gain, consultancy services, public presentations, training programs, or any form of re-distribution—whether online, in-person, or hybrid;
5. **Decompile, disassemble, decode, or attempt to discover the source code, structure, algorithms, or technology architecture** of any software, platform, or backend system used by the Company.

### 6.2.2 Branding and Trademark Restrictions

1. The User shall not, under any circumstances, use or display the Company's:
  - Name: **Mentoria Overseas Education**
  - Legal entity: **KN NEXUNITED PRIVATE LIMITED**
  - Logos, slogans, trademarks, service marks, or any part thereof
2. In any public or private communication, promotional material, website, or platform **without prior written authorization**.
3. The User shall not use any mark, logo, trade dress, or domain that is **confusingly similar or deceptively resembles** the Company's branding in any jurisdiction, whether for personal, academic, or business use.

### 6.2.3 Limitations on Use of Deliverables

1. All deliverables shared with the User (including SOPs, LORs, resumes, or email drafts) are **custom-created for individual use only** and are not intended for:
  - Distribution to other students, consultants, or institutions;
  - Reuse for future applications or submissions;
  - Adaptation or duplication for third-party services.

2. Any such misuse, repurposing, or re-publication without the Company's consent shall constitute **a breach of intellectual property law and contractual trust**, and may lead to termination of services, forfeiture of access, and legal action.

#### **6.2.4 Prohibited Use in Academic or Professional Misrepresentation**

The User shall not:

- Misrepresent any document, profile, SOP, LOR, or resume created or assisted by the Company as **self-generated or institutionally endorsed**;
- Submit Company-created content as part of a university, visa, or job application **under false pretenses**, or in breach of any institution's code of conduct;
- Plagiarize or present the work of the Company as original, student-authored academic material for any credentialed or evaluative purpose.

Such actions may result in **academic penalties, revocation of admission, or blacklisting**, for which the Company bears no responsibility.

#### **6.2.5 Restrictions on Use of Access Credentials and Platforms**

1. Any access provided to the User to a portal, student dashboard, learning platform, or consultation scheduler shall:
  - Be **non-transferable, non-shareable, and limited to one individual**;
  - Not be shared with unauthorized parties, including family members, friends, classmates, or agents.
2. The Company reserves the right to:
  - Monitor platform activity to detect misuse or multiple-user logins;
  - Revoke access upon detection of credential sharing or policy breach;
  - Deny further service or file legal claims for unauthorized access or data breach.

#### **6.2.6 Consequences of Breach**

Any violation of the usage restrictions stated in this section shall constitute a **material breach of these Terms** and entitle the Company to take one or more of the following actions, without prejudice to other legal remedies:

- Immediate suspension or termination of all services and access;
- Withholding of documentation or deliverables;
- Blacklisting the User from future engagements;
- Initiating legal proceedings for **injunctive relief, damages, and loss recovery** under applicable civil, criminal, and intellectual property laws;
- Reporting the matter to external stakeholders, including partner institutions, legal advisors, or regulatory bodies.

## 6.3 User-Generated Content

### 6.3.1 Definition of User-Generated Content

For the purposes of these Terms, “User-Generated Content” (hereinafter referred to as “UGC”) shall include, but not be limited to:

- Information submitted via inquiry forms, chat support, or appointment bookings;
- Comments, reviews, testimonials, and survey responses;
- Feedback, suggestions, or recommendations for service improvements;
- Uploaded files, resumes, academic documents, SOP drafts, photos, or other materials provided by the User in connection with availing services;
- Any other data, media, or communication voluntarily shared by the User that is not proprietary to the Company.

### 6.3.2 Ownership and Responsibility

1. All UGC shall remain the **intellectual property of the User** or their lawful licensor, subject to the rights granted to the Company under this section.
2. By submitting any UGC, the User represents and warrants that:

- They are the sole creator and/or lawful owner of such content;
  - The UGC does not violate any intellectual property rights, privacy rights, or confidentiality obligations of any third party;
  - The UGC is truthful, accurate, and does not contain defamatory, offensive, misleading, or illegal material;
  - They have the full authority to grant the rights and licenses described herein.
3. The User shall be solely responsible for the legality, reliability, appropriateness, and originality of all UGC submitted. The Company assumes no liability for any infringement, misrepresentation, or unauthorized disclosure caused by such content.

### 6.3.3 License to Use UGC

By submitting any UGC to the Company, the User grants **KN NEXUNITED PRIVATE LIMITED** and its affiliates an **irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable license** to:

- Use, copy, reproduce, store, modify, publish, adapt, translate, distribute, publicly perform, and display such UGC for the limited purposes of:
  - Service delivery;
  - Internal quality control and training;
  - Marketing and promotional efforts (subject to consent where required);
  - Legal compliance, archival, or dispute resolution;
  - Business process development and analytics.

This license shall survive the termination or expiration of the User's relationship with the Company.

### 6.3.4 Confidential UGC and Exceptions

1. Certain UGC, such as resumes, academic documents, or personal identification records, may contain sensitive personal information and shall be handled in accordance with the Company's **Privacy Policy** and the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or**

### **Information) Rules, 2011.**

2. The Company shall:
  - Not publish or use such confidential UGC for commercial gain without explicit written consent;
  - Take reasonable security measures to protect such content from unauthorized access or disclosure;
  - Retain such content only for as long as necessary for service fulfillment or regulatory purposes.
3. Testimonials, reviews, or publicly posted content shall not be treated as confidential and may be displayed on the Website or marketing materials unless the User explicitly opts out.

#### **6.3.5 Monitoring, Moderation, and Removal**

1. The Company reserves the right, but not the obligation, to:
  - Monitor, review, and screen all UGC submitted by Users;
  - Remove or refuse to display any UGC that, in the Company's sole discretion, violates these Terms, applicable law, or the rights of third parties.
2. The Company shall not be liable for any loss or damage arising from the removal, editing, or failure to post or store any UGC.

#### **6.3.6 No Compensation**

Unless explicitly agreed in writing:

- The User shall not be entitled to any **compensation, royalty, or attribution** for the use, adaptation, or display of any UGC, even if such content is used for commercial, promotional, or research purposes.

#### **6.3.7 Legal Consequences of Misuse**

Any misuse of UGC rights by the User, including but not limited to:

- Submission of fraudulent, defamatory, plagiarized, or infringing content;
- Unlawful sharing of third-party data or impersonation;
- Violation of academic integrity or falsification of documents

—shall entitle the Company to:

- Terminate services without refund;
- Report the matter to relevant institutions or authorities;
- Initiate civil or criminal proceedings, including claims for damages and injunctive relief.

## 6.4 Copyright Infringement Policy

### 6.4.1 Policy Statement

**KN NEXUNITED PRIVATE LIMITED**, operating under the brand name **Mentoria Overseas Education**, respects the intellectual property rights of all creators, authors, and third parties. The Company prohibits the unauthorized use, reproduction, distribution, or modification of copyrighted material on its Website or through any of its services.

The Company maintains a **zero-tolerance policy** towards:

- Plagiarism or copying of third-party content;
- Unauthorized distribution of proprietary material;
- Violation of licenses or fair use limitations;
- Misrepresentation of authorship.

Any content posted, uploaded, submitted, or otherwise transmitted by the User shall comply with applicable copyright and intellectual property laws.

### 6.4.2 Identification of Infringement

The Company reserves the right to investigate and take action on suspected copyright infringement in the following scenarios:



- If a third party submits a formal **copyright infringement notice** (under Section 52 of the Copyright Act);
- If any content hosted on or transmitted through [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com) is found to substantially reproduce another's work without permission;
- If the User is found to have submitted SOPs, LORs, resumes, documentation, or academic content copied from other sources or templates not belonging to them;
- If proprietary Company content is reproduced or circulated online or offline without authorization.

#### 6.4.3 DMCA and Indian Legal Compliance

While India is not formally bound by the **Digital Millennium Copyright Act (DMCA)** of the United States, the Company operates in accordance with the **core principles of copyright enforcement**, including:

- Prompt removal or disabling of access to infringing content upon valid notice;
- Notification to the affected User (if applicable) with an opportunity to respond;
- Suspension of services or termination of access in the event of repeated infringement.

#### 6.4.4 Procedure to File a Copyright Infringement Notice

If you believe that any content hosted by the Company infringes your copyright or the copyright of a person you are authorized to represent, you may submit a written notice to the Company's designated grievance officer at:

 **Email:** support@mentoriaoverseas.com

 **Postal Address:**

Grievance Officer – KN NEXUNITED PRIVATE LIMITED  
Office No. 2, Bhagalaxmi Apartment,  
D'Souza Colony, College Road, Nashik, Maharashtra, India

The notice must include the following mandatory details:

1. A clear identification of the copyrighted work that is allegedly being infringed;
2. A URL or location reference of the infringing content on the Website;

3. A declaration that the information provided in the notice is true and accurate;
4. Contact details of the complainant (name, address, phone, email);
5. A statement confirming the complainant is the copyright owner or authorized representative;
6. A signature (physical or electronic) of the complainant.

Incomplete notices may be rejected.

#### **6.4.5 Counter-Notice and Reinstatement Procedure**

If a User believes their content was removed or access was disabled by mistake or misidentification, they may submit a **written counter-notification** within **seven (7) business days** of being notified of the takedown.

Such counter-notice must include:

- Full identification of the material removed or disabled;
- A statement explaining why the content does not infringe copyright;
- The User's name, address, phone number, and email;
- A declaration made under penalty of perjury that the claim is false;
- A signature and date.

The Company may restore the removed material if:

- The original complainant does not file a legal complaint within **14 days** of receiving the counter-notice; and
- The counter-notice is found to be genuine after internal review.

#### **6.4.6 Repeat Infringer Policy**

The Company maintains the right to terminate the accounts or access of Users who are:

- Repeatedly found in violation of intellectual property rights;

- Found to have ignored warnings, takedown notices, or prior suspensions related to IP violations;
- Engaged in systematic misuse or redistribution of Company or third-party proprietary content.

Repeat violations may lead to **permanent blacklisting**, legal proceedings, and notification to relevant academic institutions, visa bodies, or employers.

#### 6.4.7 Reservation of Rights

Nothing in this section shall limit the Company's right to:

- Pursue civil or criminal remedies available under the **Copyright Act, 1957**, **Information Technology Act, 2000**, or any other applicable statute;
- Seek injunctive relief, damages, account of profits, or destruction of infringing goods;
- Recover legal fees, litigation costs, and administrative penalties arising from the defense or enforcement of its IP rights.

## 7. User Conduct and Responsibilities

### 7.1 Code of Conduct

The Company strives to maintain a professional, respectful, safe, and legally compliant environment for all Users, employees, affiliates, and stakeholders. By accessing or using the Website [www.mentorიაoverseas.com](http://www.mentorიაoverseas.com), and/or any services offered, the User agrees to fully comply with the following **Code of Conduct**, which is legally binding.

#### 7.1.1 General Conduct Expectations

The User agrees to:

- Conduct themselves with **honesty, integrity, and respect** in all interactions with the Company and its representatives;

- Use the Website, platforms, portals, communication tools, and services only for **lawful and intended purposes**;
- Refrain from misrepresenting facts or providing false, forged, or misleading information at any stage of engagement;
- Adhere to instructions and guidelines issued by the Company regarding document submission, timelines, service limitations, and communication channels;
- Maintain a courteous, cooperative, and professional demeanor during all verbal, written, and digital communications with Company personnel.

### 7.1.2 Prohibited User Behavior

Without limitation, the following actions are strictly **prohibited** and constitute a material breach of the Terms:

#### 1. Fraudulent Activity

- Submitting fabricated, plagiarized, or altered academic transcripts, financial documents, or identity proofs;
- Impersonating another individual or falsely claiming academic, financial, or immigration status.

#### 2. Abuse of Services

- Requesting unauthorized modifications or misuses of SOPs, LORs, resumes, or visa documentation;
- Demanding outcomes (e.g., guaranteed admission or visa) that are outside the Company's control or contrary to law.

#### 3. Offensive Communication

- Using vulgar, defamatory, threatening, harassing, discriminatory, or abusive language in any format (email, call, chat, in-person);
- Engaging in personal attacks, intimidation, or slander against employees, partners, or other users.

#### 4. System Misuse or Unauthorized Access

- Attempting to gain unauthorized access to restricted areas of the Website or digital infrastructure;
- Using automated tools (e.g., bots, scrapers, crawlers) to extract data, content, or metadata;
- Circumventing login systems, firewalls, or other technical security mechanisms.

## 5. Disruption and Interference

- Intentionally disrupting, overloading, or interfering with Company operations, servers, networks, or third-party integrations;
- Sharing malicious files, viruses, or software intended to harm the Website or digital systems.

## 6. Violation of Law or Policy

- Using the Website or services in connection with any activity that violates **local, state, national, or international laws**, including immigration, education, or data protection laws;
- Soliciting or encouraging others to engage in illegal or unethical conduct.

### 7.1.3 Responsibility to Maintain Confidentiality

The User shall:

- Not disclose confidential information, reports, advice, or communication received from the Company to unauthorized third parties;
- Not share internal service documents, proprietary templates, assessments, or email templates with competitors, online forums, or other students;
- Acknowledge that all such materials are protected under applicable **intellectual property and contractual confidentiality clauses**.

### 7.1.4 Ethical Responsibility in Academic & Immigration Processes

The User agrees to:

- Use services and documentation support ethically, without manipulating content or facts for admissions or visa purposes;

- Follow institutional and legal rules applicable to application processes, including academic integrity standards and document authenticity guidelines;
- Immediately notify the Company of any suspected fraud, cybercrime, or impersonation attempt made in relation to their service or profile.

### 7.1.5 Respect for Company Personnel and Agents

The User must:

- Treat Company counselors, advisors, operations staff, and third-party partners with dignity and professionalism;
- Not attempt to bribe, coerce, influence, or manipulate Company personnel to act outside prescribed rules or procedures;
- Abide by scheduled appointments, communication protocols, and deadlines to ensure smooth service delivery.

### 7.1.6 Consequences of Violating the Code of Conduct

Any breach of the above Code of Conduct shall constitute grounds for immediate corrective action, including but not limited to:

- Suspension or **termination of all services**, access, and privileges without refund;
- **Blacklisting** from future engagement with Mentoria Overseas Education;
- **Notification to universities**, embassies, and other stakeholders (where required) regarding academic fraud or documentation issues;
- Initiation of **civil or criminal proceedings** under applicable laws, including but not limited to the **Information Technology Act, 2000**, **Indian Penal Code, 1860**, and the **Consumer Protection Act, 2019**;
- Recovery of damages, costs, and attorney fees where the Company suffers loss due to the User's misconduct.

## 7.2 Prohibited Activities

### 7.2.1 Misrepresentation and Fraud

The User shall not:

- Submit or facilitate the submission of **fraudulent, falsified, or altered documents**, including academic transcripts, identification proofs, financial records, or test scores;
- Falsely claim academic qualifications, immigration history, or professional credentials;
- Impersonate another individual or use false identities during the application or counseling process;
- Provide **misleading or deceptive statements** in their communication with the Company, university partners, or immigration authorities.

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### 7.2.2 Abuse of Services and Content

The User is strictly prohibited from:

- Using Company-provided content (e.g., SOPs, LORs, resumes, templates) for **unauthorized or commercial purposes**;
- **Reproducing, sharing, distributing, or reselling** any proprietary materials or documents received during service delivery;
- Modifying or reusing Company deliverables for third-party applications, academic submissions, or visa filings not handled by the Company.

### 7.2.3 Disruption of Operations or Platforms

The User shall not:

- Engage in any activity that disrupts, disables, interferes with, or overburdens the Website, servers, networks, or services of the Company;
- Introduce malware, viruses, Trojans, worms, spyware, or any other malicious software;
- Use automated scripts, bots, crawlers, or scraping tools to access, download, or interact with the Company's digital properties.

Any breach of this clause may be reported under the **Information Technology Act, 2000**, and dealt with accordingly.

#### **7.2.4 Unauthorized Access and Data Breach**

The User is strictly prohibited from:

- Attempting to gain **unauthorized access** to any part of the Website, internal systems, service portals, or confidential data;
- Accessing or attempting to access data belonging to other Users, students, staff, or Company accounts;
- Bypassing or circumventing login protections, firewalls, or encryption protocols.

Such actions may constitute offenses under cybercrime laws and may result in both civil and criminal prosecution.

#### **7.2.5 Offensive, Abusive, or Threatening Behavior**

The User shall not:

- Use vulgar, obscene, defamatory, racist, discriminatory, threatening, or harassing language in any communication with Company staff, consultants, third-party vendors, or other Users;
- Engage in **personal attacks, trolling, stalking, bullying**, or dissemination of hate speech through any channel (email, messaging, phone, or social media);
- Publish false or malicious statements about the Company, its services, personnel, or partners on public platforms, forums, or review websites.

Offenders may be subject to **defamation claims, cease and desist orders, and/or legal damages**.

#### **7.2.6 Violation of Academic Integrity**

The User shall not:

- Present the Company's work as their own in academic institutions or submission platforms (e.g., SOPs as original university essays);



- Engage in academic fraud by submitting plagiarized or ghostwritten content under false pretenses;
- Violate any university or testing agency's ethical codes or academic integrity policies.

The Company bears no responsibility for consequences arising from the misuse of its services in violation of institutional or legal frameworks.

### **7.2.7 Unlawful Use and Criminal Activity**

The User shall not use the Company's platform or services for:

- Any activity prohibited under Indian or international law;
- Money laundering, fraud, or the financing of unlawful activities;
- Spreading misinformation, engaging in phishing, or committing identity theft;
- Violating foreign exchange rules, immigration regulations, or data privacy mandates.

Such activities will be reported to relevant enforcement agencies, and the Company will fully cooperate with investigative authorities.

### **7.2.8 Interference with Company Reputation or Operations**

The User is prohibited from:

- Publishing unverified, defamatory, or malicious content about the Company, its brand, officers, or affiliated entities;
- Creating confusion by falsely claiming association with or representation of Mentoria Overseas Education;
- Contacting Company partners, universities, or vendors under false pretenses or in a manner that harms the Company's business relations.

The Company reserves the right to pursue legal remedies for loss of reputation, business disruption, or contractual interference.

### **7.2.9 Solicitation and Unauthorized Promotion**

The User shall not:

- Solicit the Company's clients, students, or leads for any third-party consultancy, education agency, or coaching center;
- Advertise, promote, or sell any products or services via the Company's platforms, sessions, or forums without written consent;
- Send spam, promotional links, or mass marketing content to Company staff or Users.

Violations may result in **immediate termination and permanent disqualification** from all Mentoria services.

## 7.3 Monitoring and Moderation

### 7.3.1 Monitoring Rights Reserved

1. The Company reserves the **absolute right**, but not the obligation, to monitor, record, store, and audit:
  - All User activity on its Website, portals, CRM systems, forms, chatbots, emails, and mobile or web applications;
  - All content uploaded, submitted, posted, or shared via service channels, including academic documents, inquiries, feedback, chats, call recordings, or reviews;
  - Behavioral patterns and usage analytics for service quality improvement, policy enforcement, and compliance with applicable law.
2. Such monitoring may be conducted:
  - In real-time or retrospectively;
  - Manually or through automated tools;
  - In compliance with applicable **data protection regulations** and the **Company's Privacy Policy**.

### 7.3.2 Purpose of Monitoring

The Company conducts monitoring for the following lawful and legitimate purposes:

- To **prevent, detect, and investigate misconduct**, fraudulent activity, impersonation, or violation of these Terms;
- To ensure **compliance with legal obligations**, including the **Information Technology Act, 2000**, and its allied rules;
- To maintain service quality, enhance User experience, and improve platform performance;
- To **protect intellectual property**, confidentiality, and commercial interests of the Company;
- To respond to disputes, complaints, or legal claims by Users, partners, or third parties.

### 7.3.3 Moderation of User Content and Behavior

1. The Company reserves the right, in its sole discretion and without prior notice, to:
  - **Moderate, edit, mask, or delete** any User-Generated Content (UGC) that is illegal, defamatory, abusive, spammy, offensive, or otherwise in violation of these Terms;
  - **Restrict or disable communication features** (chat, comments, forums, reviews) of any User who engages in misconduct;
  - **Suspend or terminate access** to services where User behavior poses a legal, reputational, or operational risk.
2. Moderation may include:
  - Language filtering, content screening, link removal, or flagging of harmful material;
  - Notification to the User or external authorities (e.g., universities, immigration departments, law enforcement), where required.

### 7.3.4 No Obligation to Pre-Screen

1. The Company is under **no legal obligation** to pre-screen or review User-Generated Content prior to publication or use.
2. However, the Company reserves the right to act **upon receiving a complaint, detection by internal systems, or on its own initiative**.
3. The User shall not interpret any failure to act as a waiver of rights or as approval of submitted content.

### **7.3.5 Cooperation with Law Enforcement and Legal Proceedings**

1. The Company shall fully cooperate with any judicial, regulatory, or enforcement authority conducting investigations involving:
  - Data breach;
  - Cybercrime;
  - Fraudulent activities;
  - Intellectual property violations;
  - Use of the platform for illegal or unauthorized purposes.
2. The Company may disclose User data, communications, usage logs, or other evidence where legally compelled, or if in good faith it believes such disclosure is necessary to:
  - Comply with legal process or regulatory requests;
  - Prevent imminent harm, danger, or abuse;
  - Enforce its legal rights under these Terms.

### **7.3.6 User Consent to Monitoring and Moderation**

1. By using the Website or any services offered, the User:
  - **Explicitly consents** to monitoring, storage, analysis, and audit of their communications, submissions, and activities by the Company;

- Waives any objection to such activities provided they are carried out in accordance with applicable law and the Privacy Policy;
- Acknowledges that all systems and services are subject to periodic reviews for security, compliance, and performance evaluation.

### 7.3.7 Retention and Audit Rights

1. The Company shall retain records of monitored communications and flagged activities for a period deemed necessary to fulfill legal, operational, or contractual purposes.
2. Such data may be used in the event of:
  - A legal dispute or arbitration proceeding;
  - An internal investigation or disciplinary matter;
  - A compliance audit or service quality review.
3. The Company reserves the right to **use such data as evidence** in court, arbitration, regulatory investigations, or enforcement actions.

## 7.4 Reporting Abuse

### 7.4.1 Definition of Reportable Abuse

For the purposes of this clause, "Abuse" refers to any action or behavior that violates the Company's Terms and Conditions, applicable law, or generally accepted standards of online and offline conduct. This includes, but is not limited to:

- **Verbal or written harassment**, threats, or intimidation directed at Company staff or other Users;
- **Racist, sexist, discriminatory, or offensive language** in any form of communication;
- **Cyberbullying, stalking, or digital harassment** via email, chat, or messaging systems;

- **Impersonation or fraudulent representation** of a student, staff member, or third party;
  - **Plagiarism, document tampering, or submission of falsified academic or financial records;**
  - **Illegal or unethical solicitation** by other Users or third parties through the Company's platform;
  - **Any form of content or behavior that violates the Information Technology Act, 2000**, or related cyber laws.
- 

#### 7.4.2 Reporting Mechanism

Users may report abuse through any of the following official channels:

**Email:**

 [support@mentoriaoverseas.com](mailto:support@mentoriaoverseas.com)


**Designated Grievance Officer:**

Grievance Officer

**Mr. Sahil Kor**

Office No. 2, Bhagyalaxmi Apartment,  
D'Souza Colony, College Road, Nashik, Maharashtra, India

**Phone (for urgent issues):**

 +91 94296 90581 (Available during business hours)

All abuse reports must include the following information (where possible):

- Full name and contact information of the reporting User;
- Date, time, and location (online/offline) of the incident;
- Description of the abusive conduct or content;
- Screenshots, links, or documentary evidence supporting the claim;
- Name or identity of the individual involved (if known);
- A declaration that the information provided is truthful and accurate to the best of the reporter's knowledge.

### 7.4.3 Anonymous Complaints

The Company accepts anonymous complaints but:

- May be limited in its ability to investigate or take disciplinary action without supporting evidence;
- Reserves the right to prioritize actionable reports backed by verifiable documentation or User testimony.

Anonymous reports shall be handled with discretion and care to ensure platform integrity.

### 7.4.4 Investigation and Resolution Timeline

Upon receiving a complaint, the Company will:

1. Acknowledge the report within **3 working days**;
2. Initiate a confidential internal review, which may include interviews, log analysis, or content audit;
3. Provide an update or resolution within **10 to 15 working days**, depending on complexity and availability of evidence;
4. Where the complaint involves a violation of law, refer the matter to relevant authorities for further action.

The Company reserves the right to take corrective actions, including:

- Warning the offending User or staff;
- Suspending or terminating access;
- Reporting the matter to universities, immigration bodies, or law enforcement;
- Seeking legal redress where appropriate.

### 7.4.5 Protection Against Retaliation

1. Users who file complaints in good faith shall be **protected against retaliation, victimization, or service denial**.

2. Any attempt to harass, intimidate, threaten, or penalize a complainant shall be treated as a **serious violation** and may lead to:
  - Termination of services of the retaliating party;
  - Legal action under applicable workplace or cybercrime laws.

The Company shall maintain confidentiality to the extent possible during and after the investigation process.

#### **7.4.6 Abuse of the Reporting System**

1. Filing false, misleading, or malicious abuse reports is **strictly prohibited**.
2. If a report is found to be made in bad faith, the Company reserves the right to:
  - Revoke access to services;
  - Impose financial penalties;
  - Initiate legal proceedings for defamation, harassment, or misuse of grievance mechanisms.

## **8. Limitation of Liability**

### **8.1 Service Interruptions**

#### **8.1.1 No Guarantee of Uninterrupted Access**

While the Company endeavors to provide continuous, seamless, and high-quality access to its Website ([www.mentorიაoverseas.com](http://www.mentorიაoverseas.com)) and related services, the User expressly acknowledges and agrees that:

- **Uninterrupted service availability is not guaranteed**, either explicitly or implicitly;
- Temporary **downtime, service lags, or disruptions** may occur due to technical, operational, or external factors beyond the Company's reasonable control.

These may include (but are not limited to):



- Routine or emergency maintenance of servers, databases, or applications;
- Network outages, denial-of-service attacks, or cyber-security threats;
- Software updates or third-party tool failures;
- Hosting service failures or cloud platform downtimes;
- Natural disasters, pandemics, acts of terrorism, or other **force majeure events**.

### 8.1.2 No Liability for Technical Disruptions

The Company shall not be held liable for any **loss, damage, delay, denial of access, missed deadlines, or inconvenience** caused to the User due to:

- Website unavailability or page loading issues;
- Inaccessibility of service dashboards, payment gateways, or user portals;
- Failed or delayed email responses due to system errors;
- Missed communication caused by software bugs or data sync failures.

Such occurrences shall not constitute a breach of contract and shall not give rise to claims for compensation, refund, or legal damages.

### 8.1.3 Scheduled Maintenance and Planned Downtime

1. The Company reserves the right to carry out scheduled maintenance and system upgrades, during which certain features, access points, or services may be temporarily suspended.
2. Where feasible, prior notice of such maintenance shall be issued to Users through email or a platform-wide alert.
3. The Company shall not be responsible for any losses resulting from Users' failure to take appropriate action during such planned downtime.

### 8.1.4 Third-Party Platform Failures

The Company relies on certain third-party service providers for:

- Payment gateway processing;
- University portals, APIs, or integrations;
- Cloud hosting and data storage;
- External test preparation or counseling tools.

In the event that such third-party systems experience outages, bugs, or failures, the Company shall:

- Make commercially reasonable efforts to mitigate the impact;
- Coordinate with the third-party to restore services;
- **Not be held liable** for direct or indirect damages, delays, or losses suffered by the User.

#### 8.1.5 User Responsibility During Interruptions

During periods of service disruption or technical failure:

- The User is encouraged to contact **info@mentoriaoverseas.com** or the designated support line for alternative methods of communication;
- The User shall not misuse or manipulate the Company's platform vulnerabilities or faults to gain unauthorized access, benefits, or services;
- The User is advised to maintain personal backups of important submissions or correspondence, as the Company does not guarantee restoration of unsaved or lost user input due to downtime.

#### 8.1.6 No Compensation for Interruptions

The User agrees that:

- **No refunds, service credits, or financial compensation** shall be provided for periods of unavailability or reduced service functionality;
- Interruptions caused by routine maintenance, upgrades, or security actions shall be deemed **normal business operations**;

- Any deadlines missed due to User inaction or third-party delays during service interruptions shall not be the liability of the Company.

### 8.2.1 General Disclaimer on Information Accuracy

**KN NEXUNITED PRIVATE LIMITED**, operating under the brand name **Mentoria Overseas Education**, exercises reasonable care to ensure that the information presented on its Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)) and communicated during service delivery is current, factual, and reliable.

However, the Company expressly disclaims any warranties—express or implied—regarding:

- The **absolute accuracy, completeness, or suitability** of the information;
- The timeliness, correctness, or applicability of any advice, projections, statistics, or estimates;
- The error-free nature of any documentation, forms, or digital content shared during the course of service.

All information is provided on an “**as is**” and “**as available**” basis, without warranty of any kind.

### 8.2.2 Dynamic Nature of Educational and Immigration Policies

The User acknowledges that:

- Education policies, university eligibility criteria, visa regulations, application deadlines, and financial requirements are **subject to change** by external authorities (including embassies, universities, and government departments) without prior notice;
- Any advice, guidance, or content provided by the Company may become **outdated or inaccurate** due to such evolving policies or jurisdictional variations;
- The Company shall not be held liable for consequences arising from reliance on outdated or revised third-party policies that were accurate at the time of sharing.

The User is advised to **verify critical deadlines and legal requirements** directly with official sources before making time-sensitive or high-stakes decisions.

### 8.2.3 User Responsibility to Review and Confirm

1. The Company provides guidance, templates, and content (such as SOPs, LORs, resumes, visa checklists) based on the data, goals, and preferences shared by the User.
2. It is the **User's sole responsibility** to:
  - Review all drafts and documents provided;
  - Disclose complete and accurate information relevant to their academic and visa profile;
  - Validate any assumptions, calculations, or recommendations with the appropriate authorities or institutions.

The Company shall not be liable for any errors, rejections, or negative outcomes resulting from the User's failure to correct or update information before submission.

### 8.2.4 Third-Party Content and External Links

1. The Website and Company communications may include links to third-party websites or include data sourced from:
  - Government portals (e.g., embassy or consulate websites);
  - University admissions websites;
  - Public APIs, blogs, or news portals.
2. The Company does not control, endorse, or warrant the accuracy, relevance, or legality of third-party content and **disclaims all liability for any losses** suffered by Users relying on such external sources.
3. Users accessing third-party links do so at their own risk and are subject to the terms and privacy policies of those third-party platforms.

### **8.2.5 No Liability for User Misinterpretation**

The Company shall not be held liable for:

- Misinterpretation or misapplication of advice provided by counselors or consultants;
- Assumptions made by the User that extend beyond the expressly documented scope of service;
- Errors or omissions in User-submitted data that were not corrected or disclosed in a timely manner;
- Use of guidance out of context or for institutions or countries not covered under the agreed scope.

The User is encouraged to seek clarification on any uncertainty before taking action based on advice or documents provided by the Company.

### **8.2.6 Limitation of Damages**

To the fullest extent permitted by applicable law, the Company shall not be responsible for any:

- Direct, indirect, incidental, consequential, special, punitive, or exemplary damages;
- Loss of opportunity, income, admission, visa approval, or academic status;
- Rejection from universities, consulates, or third-party service providers;
- Reputational harm, legal claims, or personal grievances arising from reliance on inaccurate, outdated, or incomplete information.

## **8.3 External Links**

This section governs the Company's stance, obligations, and limitations of liability in relation to third-party websites, tools, platforms, and other external resources that may be referenced, linked, embedded, or otherwise made accessible through [www.mentorიაoverseas.com](http://www.mentorიაoverseas.com), or during the course of providing its services.

### **8.3.1 Inclusion of External Links**

In the interest of enhancing User experience and providing additional resources, the Company may include hyperlinks, embedded widgets, redirects, or references to external websites or services, including but not limited to:

- University or college portals;
- Embassies, visa offices, or government regulatory bodies;
- Payment gateways or financial service providers;
- Language test registration websites (IELTS, TOEFL, GRE, etc.);
- Accommodation, forex, education loan, insurance, or travel platforms.

Such links are provided for **informational convenience only** and do not imply any official affiliation, endorsement, sponsorship, or recommendation by **Mentoria Overseas Education** or its parent entity.

### 8.3.2 No Control Over External Content

The User expressly acknowledges and agrees that:

- The Company does **not own, operate, manage, or control** the content, policies, or services of the external websites it may link to;
- External links may be updated, modified, or removed at any time by the respective third-party site owners, and the Company bears **no responsibility** for broken links or outdated content;
- The appearance of third-party names, logos, or trademarks does **not confer any licensing rights**, nor should it be construed as legal or commercial association.

### 8.3.3 Risks Associated with Third-Party Sites

The Company disclaims all liability for:

- Errors, omissions, or misinformation displayed on external websites;
- Delays or failures in services rendered by third-party providers;
- Security vulnerabilities, malware risks, phishing attempts, or data breaches occurring on or through third-party sites;

- Loss or misuse of data shared by the User while using external platforms;
- Differences in terms of use, privacy policies, refund processes, or customer support standards of third-party websites.

Users are **strongly advised** to:

- Exercise discretion and independent judgment before interacting with or relying on any third-party site;
- Read and understand the respective terms and privacy policies of such external websites;
- Confirm the authenticity and legitimacy of third-party service providers before disclosing personal or financial information.

#### 8.3.4 No Agency or Representation

Unless explicitly stated in writing, the Company does not act as an agent, reseller, legal representative, or partner of any third-party service provider linked on its platforms. Any agreement, transaction, or communication between the User and an external entity:

- Is **independent of the Company's operations**;
- Shall be governed solely by the external party's terms and conditions;
- Does not give rise to any **binding obligation** or **vicarious liability** on the part of the Company.

#### 8.3.5 Liability Limitation and Indemnification

To the maximum extent permitted by law:

- The Company shall **not be held liable** for any damages, losses, or liabilities—direct or indirect—arising from the User's access to or reliance on external links or third-party content;
- The User agrees to **indemnify and hold harmless** the Company, its directors, officers, employees, and affiliates from any claims, demands, or actions initiated due to interactions with such third-party platforms.

## 8.4 Indirect Damages

### 8.4.1 Exclusion of Indirect and Consequential Damages

To the maximum extent permitted by applicable law, **KN NEXUNITED PRIVATE LIMITED**, operating under the brand **Mentoria Overseas Education**, shall **under no circumstances** be liable to the User or any third party for any **indirect, consequential, special, incidental, exemplary, or punitive damages**, including but not limited to:

- **Loss of business opportunity**
- **Loss of data, goodwill, or reputation**
- **Loss of anticipated savings or revenue**
- **Denial or delay of university admissions**
- **Visa application rejections**
- **Losses due to third-party platform failures**
- **Mental anguish or emotional distress**
- **Any form of commercial disruption or professional impact**
- **Reputational harm resulting from external decisions beyond the Company's control**

Such exclusions apply **regardless of whether the damages were foreseeable**, and **even if the Company was advised** of the possibility of such damages.

### 8.4.2 No Liability for Reliance-Based Outcomes

The Company shall not be held liable for any decision, investment, or action taken by the User in **reliance upon any advice, information, estimate, or deliverable** provided during the course of the service.

Examples include but are not limited to:

- **Decisions to resign from employment or defer admissions based on admissions advice;**
- **Financial expenditures made in anticipation of visa approvals;**



- Relocation arrangements, flight bookings, housing commitments, or course registrations undertaken before receiving final approval from authorities.

The Company provides services that are **advisory and supportive in nature**, and shall not be considered the cause of or liable for negative outcomes arising from **external institutional discretion, regulatory changes, or User misinterpretation**.

#### 8.4.3 Independent External Authority Decisions

The User acknowledges that services provided by the Company often depend on the final decisions of:

- Foreign universities and admissions offices;
- Government and embassy officials;
- Immigration departments and consulates;
- Financial institutions (for loans or forex services);
- Examination boards (IELTS, TOEFL, GRE, etc.).

The Company **cannot influence or control** these decisions and shall not be liable for:

- Rejections, delays, or unfavorable outcomes;
- Requests for resubmission or reprocessing;
- Changes in policy, eligibility, or fees post-engagement.

#### 8.4.4 Limitation of Aggregate Liability

Without prejudice to the above, and notwithstanding anything contained in this Agreement:

- The **aggregate liability** of the Company, whether in contract, tort, negligence, strict liability, or otherwise, shall **not exceed the total amount of fees actually paid by the User** for the specific service giving rise to the claim;
- In no event shall multiple claims cumulatively result in liability exceeding the amount paid for services under a single transaction or invoice.

This limitation shall apply **regardless of the form or timing of the claim** and survives termination or expiration of the User's engagement.

#### **8.4.5 Severability and Legal Enforcement**

If any provision in this Section 8.4 is held unenforceable under applicable law:

- It shall be severed to the minimum extent necessary to render the remainder of the clause enforceable;
- The Company shall still be entitled to assert the **maximum limitation of liability permissible** under law.

The provisions of this clause shall **survive the termination of service, expiration of contract, or discontinuation of Website access**.

## **9. Indemnity**

### **9.1 User Obligations**

The User agrees and undertakes to act in accordance with the following obligations:

**1. Legal Compliance:**

The User shall comply with all applicable laws, rules, regulations, and guidelines while using the Website, submitting documentation, or availing services. Any non-compliance, whether intentional or negligent, shall be the User's sole responsibility.

**2. Truthfulness of Information:**

The User warrants that all information, documents, representations, or statements made or submitted during the course of service engagement are true, accurate, and complete. The Company shall not be responsible for consequences resulting from false or misleading information provided by the User.

3. **Proper Use of Services:**

The User agrees not to misuse any of the Company's services, platforms, or content, and shall refrain from engaging in any activity that:

- Violates intellectual property rights;
- Constitutes fraud or impersonation;
- Results in defamation, harassment, or abuse of Company personnel or partners;
- Causes disruption or damage to the Company's operations, platforms, or reputation.

4. **Cooperation with Investigations:**

The User agrees to fully cooperate with the Company in case of any investigation, dispute resolution, or legal inquiry, including providing documents, clarifications, and timely responses.

5. **Assumption of Risk:**

The User accepts full responsibility for actions taken based on the Company's advisory services and acknowledges that success in admissions, visa issuance, or career planning is not guaranteed.

## 9.2 Scope of Indemnification

The User hereby agrees to indemnify, defend, and hold harmless **KN NEXUNITED PRIVATE LIMITED**, its directors, officers, employees, consultants, partners, licensors, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees and disbursements), arising out of or in connection with:

1. **Breach of Terms:**

Any actual or alleged violation of these Terms and Conditions by the User, including but not limited to breach of representations, warranties, or covenants.

2. **Third-Party Claims:**

Any claim by a third party resulting from:

- The User's actions, conduct, or omissions;
- Misuse of Company services or platforms;
- Unauthorized use of proprietary content or confidential documents;

- Infringement of intellectual property rights, data protection regulations, or contractual obligations.
3. **Violation of Law:**  
Any breach of applicable laws, rules, or governmental regulations by the User during the use of the Website or services, including but not limited to:
- Cybercrimes;
  - Visa fraud;
  - Educational or financial misrepresentation.
4. **Damage to Company or Partners:**  
Any damage to the reputation, systems, clients, partners, or employees of the Company caused directly or indirectly by the User's misconduct, negligence, or fraudulent behavior.
5. **Use of Content or Deliverables:**  
Any claim or liability resulting from the User's unauthorized use, sharing, or modification of Company-created content (e.g., SOPs, resumes, presentations, templates).

### 9.2.1 Defense and Control

1. The Company shall retain the **right to assume exclusive defense and control** of any matter subject to indemnification by the User.
2. The User agrees not to settle any claim or proceeding without obtaining prior **written consent** from the Company.
3. The User agrees to cooperate fully in defending any claim, including making themselves reasonably available to provide information and assistance.

### 9.2.2 Survival of Indemnification Obligations

The indemnification obligations set forth in this Section shall:

- Survive the termination, expiration, or suspension of the User's engagement or access to the Website;
- Continue to apply for any claim that arose during the term of service, even after cessation of business or contractual relationship.

## 10. Suspension and Termination

This section governs the rights of both the User and the Company to suspend or terminate access to the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)) or services rendered, and outlines the consequences of such actions. It applies to all Users who have entered into an engagement with **Mentoria Overseas Education**, a brand owned by **KN NEXUNITED PRIVATE LIMITED**.

### 10.1 Termination by User

1. The User may, at their sole discretion, terminate their engagement or subscription with the Company by providing a written request to the Company at **info@mentoriaoverseas.com**.
2. Such termination:
  - Must clearly specify the reason for termination and whether services have been completed or are still pending;
  - Shall not entitle the User to any refund, unless expressly provided for under the **Refund and Cancellation Policy**;
  - Shall not release the User from any outstanding payment obligations, legal liabilities, or indemnity responsibilities incurred during the term of engagement.
3. Upon termination:
  - All active service processes, including application review, documentation, or visa assistance, will be ceased immediately;
  - The Company shall have no further obligation to provide access to platforms, portals, counselors, or deliverables.

### 10.2 Termination by Company

**KN NEXUNITED PRIVATE LIMITED** reserves the right to suspend or terminate the User's access to services, the Website, and any associated platforms with or without notice, at its sole discretion, under the following circumstances:

#### 10.2.1 Breach of Terms or Misconduct:

Termination may occur if the User:

- Violates any provision of these Terms and Conditions;
- Engages in fraudulent, abusive, or unlawful activity;
- Submits falsified, plagiarized, or misleading documents;
- Misuses Company platforms, services, or proprietary content;
- Abuses, harasses, threatens, or defames Company personnel, affiliates, or partners.

#### **10.2.2 Non-Payment:**

- The Company may terminate services if the User fails to make timely payment of fees, despite reminders and grace periods.
- Any service already rendered prior to payment default shall still be chargeable.

#### **10.2.3 Legal or Regulatory Requirement:**

- The Company may suspend or terminate services if compelled to do so by law enforcement, court orders, immigration authorities, or any other government entity.

#### **10.2.4 Discontinuation of Service Offering:**

- If the Company discontinues the provision of a particular service, offering, or platform, it may terminate related engagements by providing reasonable notice to affected Users.

### **10.3 Consequences of Termination**

Upon termination of services by either party for any reason:

#### **10.3.1 Access Revocation:**

- The User's access to the Website, support portals, documents, templates, and dashboards shall be permanently revoked;
- Any ongoing application, documentation, or visa-related processes shall be immediately discontinued.

#### **10.3.2 No Obligation to Provide Deliverables:**

- The Company shall not be obligated to deliver any pending reports, drafts, edits, or services if the engagement has been terminated before completion;
- The Company reserves the right to withhold any deliverables or intellectual property that were under development at the time of termination.

#### 10.3.3 Forfeiture of Fees:

- All fees paid shall be deemed **non-refundable** unless otherwise stated in the Refund Policy or unless termination occurred due to fault or incapacity on the part of the Company;
- Users who have paid in advance and terminated mid-service may not claim pro-rata refunds unless agreed to contractually or in writing.

#### 10.3.4 Survival of Obligations:

Termination shall not affect any rights, obligations, or liabilities that:

- Have already accrued to either party at the date of termination;
- Are intended to survive termination, including clauses related to **indemnity, limitation of liability, confidentiality, dispute resolution, and intellectual property rights**.

#### 10.3.5 Legal Recourse:

- If termination arises from misconduct or breach by the User, the Company reserves the right to:
  - Seek damages or legal compensation;
  - Report the matter to third-party institutions (e.g., universities, embassies, test bodies) or law enforcement;
  - Initiate civil or criminal proceedings under applicable laws.

## 11. Force Majeure

This clause outlines the conditions under which **KN NEXUNITED PRIVATE LIMITED** (operating under the brand name **Mentoria Overseas Education**) shall be excused from performance or liability due to the occurrence of events that are beyond its reasonable control.

### 11.1 Definition of Force Majeure

For the purposes of this Agreement, a **Force Majeure Event** shall mean any event or circumstance that is:

- Beyond the reasonable control of the Company;
- Not caused by the Company's negligence or failure to act;
- Not foreseeable or, if foreseeable, unavoidable despite reasonable efforts.

Such events include, but are not limited to:

- **Acts of God**, including floods, earthquakes, storms, lightning, or natural disasters;
- **Epidemics or pandemics** (e.g., COVID-19), including resulting government-imposed lockdowns, quarantines, or restrictions;
- **War, invasion, civil unrest, riots, insurrection, or acts of terrorism**;
- **Government actions, regulatory changes, or judicial or administrative orders**;
- **Power outages, internet disruptions, server failures, or cyberattacks**;
- **Failure of third-party service providers**, including payment gateways, universities, testing agencies, courier partners, or immigration bodies;
- **Labour strikes, industrial disputes, or shortages of materials or manpower**.

### 11.2 Suspension of Obligations

In the event of a Force Majeure Event:

1. The Company shall be entitled to **suspend its obligations**, either partially or wholly, without any liability for non-performance, delay, or default during the period of such



disruption;

2. The time for performance of affected obligations shall be **automatically extended** for a duration equal to the Force Majeure period, without penalty;
3. The Company shall use reasonable efforts to **resume services at the earliest possible opportunity**, subject to prevailing safety, legal, and operational conditions.

### 11.3 Notification Requirement

1. The Company shall, to the extent practicable, **notify the User** of the occurrence of a Force Majeure Event as soon as reasonably possible after becoming aware of it;
2. Such notification may be given via email, website announcement, SMS, or other reasonable means of communication;
3. The notification shall include:
  - A brief description of the Force Majeure Event;
  - The estimated duration of disruption;
  - The impacted services or deliverables.

### 11.4 No Liability for Damages

During the continuation of a Force Majeure Event:

- The Company shall **not be held liable** for any losses, damages, delays, or inconvenience suffered by the User or any third party;
- The Company shall **not owe any refund, compensation, or penalty**, unless otherwise expressly agreed in writing;
- This includes, but is not limited to, missed university deadlines, test registration issues, visa appointment delays, or courier failures caused by such uncontrollable circumstances.

## 11.5 Termination Due to Prolonged Force Majeure

If the Force Majeure Event continues for a period exceeding **thirty (30) consecutive days**, either party may, by written notice to the other:

- Elect to **terminate the agreement without liability** for damages or penalties;
- In such cases, the Company may retain or refund fees based on the services already rendered prior to the Force Majeure Event, at its sole discretion and in accordance with the Refund Policy.

## 11.6 Applicability

The provisions of this Force Majeure clause shall apply:

- To all engagements and transactions made through [www.mentoriaoverseas.com](http://www.mentoriaoverseas.com);
- Regardless of whether services were purchased online, offline, via agents, or through referral partners;
- In addition to, and not in substitution for, any other rights the Company may have under law.

# 12. Privacy and Data Protection

This section outlines the commitment of **Mentoria Overseas Education** and its parent company **KN NEXUNITED PRIVATE LIMITED** to ensuring the lawful collection, processing, storage, and protection of personal data in compliance with applicable Indian and international data protection regulations. It also highlights the linkage between these Terms and the Company's detailed **Privacy Policy**.

## 12.1 Reference to Privacy Policy

### 12.1.1 Integration of Privacy Policy by Reference

The User expressly acknowledges and agrees that their use of the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)) and any engagement with the Company's services is governed not only by these Terms and Conditions but also by the Company's **Privacy Policy**, which is hereby **incorporated by reference** and shall be deemed to form an integral part of these Terms.

The Privacy Policy:

- Describes the categories of data collected from Users, including personal, academic, financial, and technical information;
- Explains the purpose and lawful basis for data processing under Indian data protection laws, including the **Information Technology Act, 2000**, and the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**;
- Sets out User rights and responsibilities regarding access, correction, and withdrawal of consent.

#### 12.1.2 Binding Nature of the Privacy Policy

By continuing to access or use the Website or any of the Company's services, the User:

- **Confirms that they have read, understood, and agreed to the terms** of the Privacy Policy in its entirety;
- Provides **explicit and informed consent** for the Company to collect, process, store, use, and share their personal data as per the Privacy Policy;
- Understands that any breach of the Privacy Policy by the User may be treated as a breach of these Terms and subject to legal action.

#### 12.1.3 Updates and Changes

The Company reserves the right to **amend, update, or replace** its Privacy Policy at any time at its sole discretion. The latest version shall be published on the Website with the "**Last Updated**" date mentioned prominently.

It is the User's responsibility to review the Privacy Policy periodically. Continued use of the Website or services following the publication of changes constitutes the User's agreement to those changes.

#### 12.1.4 Precedence of Privacy Policy in Data Handling

In the event of any **conflict or inconsistency** between the terms set out in the Privacy Policy and the general provisions of these Terms with respect to data privacy, the terms of the **Privacy Policy shall prevail** in all matters relating to:

- Collection, storage, and processing of sensitive personal data;
- Third-party sharing, cloud hosting, or cross-border transfer of data;
- User consent, withdrawal mechanisms, and grievance redressal.

## 12.2 User Data Consent

This section outlines the basis upon which **Mentoria Overseas Education** collects, processes, and uses User data, and the explicit consent provided by the User for such actions, in accordance with applicable Indian data protection laws and best practices.

### 12.2.1 Voluntary and Informed Consent

By accessing the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)) and availing any service provided by **KN NEXUNITED PRIVATE LIMITED**, the User explicitly and voluntarily grants their **free, informed, and unequivocal consent** for the Company to collect, use, store, process, and share their personal and sensitive personal information, including but not limited to:

- Full name, contact number, and email address
- Residential address and identity documents
- Academic transcripts, test scores, and certificates
- Employment or internship details (where applicable)
- Financial documents (bank statements, ITRs, income proof)
- Passport information and visa history
- Preferences, goals, and other inputs provided during counseling sessions

Such consent is provided **knowingly and with full awareness** of the nature and purpose of the data processing activities, as outlined in the Company's **Privacy Policy**.

### 12.2.2 Purpose of Data Collection and Processing

The User consents to the collection and processing of their data strictly for the following lawful and legitimate purposes:

- To deliver personalized services including student profiling, university selection, SOP/LOR drafting, and visa assistance
- To facilitate application submissions to foreign institutions and embassies
- To register the User for external examinations or preparatory tests (e.g., IELTS, TOEFL, GRE)
- To coordinate with third-party service providers such as payment gateways, accommodation partners, and loan providers
- To generate invoices, send confirmations, and provide status updates
- To fulfill regulatory obligations and comply with applicable immigration, tax, and educational laws

### 12.2.3 Consent to Third-Party Sharing

The User specifically authorizes the Company to **share their personal and sensitive information** with vetted and relevant third parties, including but not limited to:

- Partnered foreign universities and colleges
- Visa consultants, travel and health insurance providers
- Financial institutions (for loans or payments)
- Language and entrance test registration bodies
- Courier services for document collection and delivery

The User understands that such sharing will be carried out only as necessary to perform contracted services and that the Company shall ensure that such third parties uphold **reasonable standards of data protection and confidentiality**.

#### 12.2.4 Consent for Communication

By registering or interacting with the Company, the User consents to receiving communications in the form of:

- Phone calls, SMS, WhatsApp messages, and emails
- Service updates, reminders, counseling alerts, and appointment confirmations
- Newsletters, promotional offers, and educational guidance
- Feedback and survey requests for service improvement

Users may **opt-out of promotional communications** at any time by following the unsubscribe instructions in such messages or by contacting **Social@mentoriaoverseas.com**.

#### 12.2.5 Right to Withdraw Consent

The User retains the right to **withdraw their consent** at any time, subject to the following:

- Withdrawal must be communicated in writing to **info@mentoriaoverseas.com**
- The Company may discontinue or limit services if data essential to service delivery is no longer available
- Past processing carried out before the withdrawal shall remain lawful and unaffected

The Company may retain certain information after consent withdrawal **only to the extent required by law or contractual obligation**, and in accordance with its data retention policy.

#### 12.2.6 No Consent from Third Parties Without Authority

The User represents and warrants that:

- Any third-party data (e.g., parents' financial records or recommenders' details) submitted by them is done with full authorization and valid consent;
- The Company shall not be held liable for unauthorized submission or misuse of data uploaded or entered by the User.

## 12.3 Communication Permissions

### 12.3.1 Express Consent for Communication

By accessing the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)), submitting an inquiry, creating a lead profile, subscribing to services, or otherwise interacting with the Company, the User **expressly consents** to receive communications from the Company and its authorized representatives.

This includes but is not limited to:

- **Transactional messages** (appointment confirmations, service updates, payment reminders)
- **Advisory communication** (university application guidance, visa checklists, interview preparation)
- **Promotional and informational content** (offers, new service launches, webinars, events)
- **Operational notices** (terms updates, policy changes, system downtimes)

Such communication may be conducted through:

- **Email**
- **Phone calls (mobile and landline)**
- **SMS and WhatsApp**
- **Push notifications**
- **In-platform messages or website alerts**

### 12.3.2 Purpose of Communication

The User understands that communication may be initiated for legitimate purposes including but not limited to:

- Facilitating onboarding and service delivery
- Confirming user actions or requests
- Providing academic and visa-related advice

- Sending alerts or reminders for deadlines, tasks, or submissions
- Conducting customer satisfaction surveys or requesting feedback
- Providing announcements about updates to services or policies

### 12.3.3 Communications from Authorized Third Parties

In certain cases, the Company may authorize its official partners, agents, consultants, or third-party service providers to contact Users for:

- Completion of assigned tasks (e.g., test registration, university application steps)
- Processing payments or loan assistance
- Providing value-added services (e.g., insurance, accommodation, forex)

All such communications will be conducted in compliance with applicable data protection and consent requirements and shall not involve spam or solicitation unrelated to the User's engagement.

### 12.3.4 User Controls and Opt-Out Rights

The User has the right to manage their communication preferences, including:

- **Unsubscribing from promotional emails** by clicking on the opt-out link provided in such emails
- **Requesting not to receive marketing calls or messages** by contacting the support team at **Social@mentoriaoverseas.com**
- Adjusting notification preferences through any dashboard or settings portal (if applicable)

However, the User acknowledges that:

- **Transactional and service-related communication cannot be opted out of** without discontinuing the services themselves



- Opting out of certain communications may result in missed updates or service impacts for which the Company shall bear no responsibility

#### **12.3.5 Recording and Monitoring of Calls or Chats**

The User acknowledges and consents that:

- All inbound and outbound phone calls, chats, and digital communications with the Company may be **recorded and monitored** for quality assurance, training, audit, and dispute resolution purposes
- Such recordings shall be retained in accordance with the Company's **data retention policy** and applicable law

#### **12.3.6 Retention and Use of Communication Data**

The Company shall retain communication logs, email exchanges, chat histories, and call records for:

- Internal quality monitoring
- Dispute resolution and service verification
- Legal and compliance requirements

Such data will be:

- Handled in accordance with the Company's **Privacy Policy**
- Not sold, misused, or publicly disclosed without consent, except where legally required

## 13. Dispute Resolution & Jurisdiction

### 13.1 Governing Law

#### 13.1.1 Applicable Legal Framework

These Terms and Conditions, as well as the Privacy Policy and any other agreements, notices, disclaimers, or policies made available by **KN NEXUNITED PRIVATE LIMITED**, shall be governed by and construed in accordance with the **laws of the Republic of India**, without regard to its conflict of law principles.

This includes, but is not limited to:

- The **Indian Contract Act, 1872**
- The **Information Technology Act, 2000**
- The **Consumer Protection Act, 2019**
- The **Copyright Act, 1957**, and **Trademarks Act, 1999** (where applicable)
- Applicable data protection rules under the **Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011**
- Any other Indian statutes, regulations, rules, or guidelines that may be relevant to the use of the Website and associated services

#### 13.1.2 Legal Relationship and Enforceability

1. This Governing Law clause ensures that the relationship between the User and the Company is clearly defined under Indian law, and that all legal obligations, rights, remedies, and responsibilities will be interpreted accordingly.
2. If any legal dispute arises, the interpretation, validity, performance, and enforcement of these Terms shall be **exclusively subject to Indian legal standards**.
3. In case of conflict between the laws of India and any foreign jurisdiction from where the User accesses the Website, **Indian law shall prevail** for all matters concerning the services of the Company and the use of the platform.

### 13.1.3 Non-Applicability of Foreign Law

1. The Company does not submit to the jurisdiction or enforcement mechanisms of any foreign courts or international tribunals unless mandated by treaty, regulation, or bilateral agreement recognized by the Government of India.
2. Users accessing the platform or services from outside India are responsible for ensuring compliance with **local laws** applicable in their country of residence. However, this shall **not limit or override the exclusive application of Indian law** for all transactions conducted through or with **Mentoria Overseas Education**.

## 13.2 Arbitration Clause

### 13.2.1 Agreement to Arbitrate

The User and the Company agree that **any dispute, controversy, or claim** arising out of or relating to:

- The interpretation, breach, termination, validity, enforceability, or performance of these Terms and Conditions;
- The use of the Website or any services offered by the Company;
- Any transaction, action, or omission made in connection with the relationship between the parties;

shall be resolved exclusively and finally through **binding arbitration**, as outlined in this clause.

### 13.2.2 Applicable Arbitration Law

The arbitration proceedings shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, including any amendments thereto as may be in force at the time of the dispute.

### 13.2.3 Appointment of Arbitrator

- The arbitration shall be conducted by a **sole arbitrator** mutually appointed by both parties.
- If the parties fail to agree on the appointment of a sole arbitrator within **15 (fifteen) days** from the date one party issues a written notice of dispute to the other, the arbitrator shall be appointed in accordance with the procedure laid down under the

Arbitration and Conciliation Act, 1996.

- The decision of the arbitrator shall be **final, binding, and conclusive** on both parties.

#### 13.2.4 Seat and Venue of Arbitration

- The **seat and venue of arbitration** shall be **Nashik, Maharashtra, India**.
- All arbitration proceedings shall be conducted **physically in Nashik** or **virtually via audio/video conferencing**, as determined by the arbitrator based on feasibility.

#### 13.2.5 Language of Arbitration

The language of the arbitration proceedings shall be **English**. All documents, arguments, and awards shall be submitted and issued in English.

#### 13.2.6 Cost of Arbitration

- The **costs of arbitration**, including arbitrator's fees, administrative expenses, and legal fees, shall be initially borne equally by both parties, unless otherwise directed by the arbitrator in the final award.
- Each party shall bear its own legal representation costs, unless the arbitrator decides otherwise as part of the award.

#### 13.2.7 Interim Relief and Injunctive Remedies

- Nothing in this clause shall prevent either party from approaching a competent **court in Nashik, Maharashtra**, for seeking **interim relief, injunction, or protective orders** prior to or during the pendency of arbitration.
- Such interim applications shall **not be deemed a waiver** of the obligation to arbitrate.

### 13.2.8 Exclusion of Class Actions

To the fullest extent permitted under law, all claims and disputes between the parties shall be resolved on an **individual basis only**, and not by way of any class action, collective arbitration, or representative proceedings.

### 13.2.9 Survival of Arbitration Clause

This arbitration clause shall survive:

- The expiration or termination of the User's engagement or access to the Website;
- Any breach or alleged breach of the Terms and Conditions;
- The dissolution, reorganization, or restructuring of either party.

## 13.3 Jurisdiction – Nashik, Maharashtra

### 13.3.1 Exclusive Jurisdiction

The User expressly agrees and acknowledges that:

- All disputes, claims, suits, or legal proceedings, whether civil or criminal in nature, arising from or related to the use of the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)), services provided by the Company, or these Terms and Conditions, shall be **subject to the exclusive jurisdiction of the competent courts in Nashik, Maharashtra, India**;
- No other court, tribunal, or quasi-judicial authority outside Nashik shall have jurisdiction over any such matter, regardless of the User's place of residence, nationality, or the place where the cause of action arises.

### 13.3.2 Choice of Forum

- The courts in **Nashik, Maharashtra**, shall be deemed the appropriate and lawful forum for:
  - Filing of civil suits or claims for damages;
  - Seeking injunctive relief or interim measures;
  - Challenging or enforcing arbitration awards under Section 13.2;

- Resolving consumer complaints, contractual disputes, or regulatory compliance issues;
- The Company shall not be required to submit to any foreign or out-of-jurisdiction legal proceedings initiated by the User.

### 13.3.3 Waiver of Objection to Jurisdiction

By agreeing to these Terms and continuing to use the services of **Mentoria Overseas Education**, the User:

- Irrevocably waives any right to object to the jurisdiction of courts in Nashik on the grounds of **forum non conveniens**, personal inconvenience, or conflicting territorial laws;
- Agrees that any judgment, decree, or order passed by the competent courts in Nashik shall be binding, enforceable, and not open to challenge on jurisdictional grounds.

### 13.3.4 Territorial Application

This jurisdiction clause shall apply:

- Irrespective of whether the services are accessed from India or abroad;
- Regardless of whether the User is an Indian citizen, foreign national, NRI, or residing overseas;
- To all contracts, engagements, transactions, and legal relationships between the User and the Company.

## 14. Miscellaneous Provisions

### 14.1 Entire Agreement

This clause confirms that the Terms & Conditions, along with all referenced documents, constitute the **final and complete legal understanding** between the User and the Company, superseding all prior arrangements, representations, or communications—whether written, oral, implied, or digital.

### 14.1.1 Integration of Terms

These Terms and Conditions, together with:

- The **Privacy Policy**,
- Any additional service agreements, order confirmations, invoices, acknowledgments, disclaimers, or declarations of consent executed between the parties,
- Any specific policy or addendum referenced herein or provided at the time of engagement (including refund and cancellation policies),

—**collectively form the full, final, and binding agreement** (“Agreement”) between the User and **KN NEXUNITED PRIVATE LIMITED**, operating under the brand **Mentoria Overseas Education**.

No other verbal or informal communications, proposals, discussions, advice, or representations shall be considered binding unless expressly incorporated into this Agreement in writing.

### 14.1.2 Supersession of Prior Understandings

This Agreement:

- **Supersedes all prior versions** of terms, including oral or written representations, promotional statements, marketing materials, proposals, or correspondence relating to the subject matter hereof;
- Invalidates any prior or conflicting understandings, unless specifically preserved in writing by the Company;
- Shall not be varied or amended by prior practice or customary conduct, unless updated formally by the Company through written notification and accepted by the User.

### 14.1.3 Binding Nature

By accessing or using the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)) or availing any of its services, the User acknowledges that:

- They have read and understood the full Agreement;
- They agree to be legally bound by its terms;

- They are not relying on any representations or statements not expressly stated within this Agreement.

#### 14.1.4 Modifications and Revisions

The Company reserves the right to **update, revise, or modify** this Agreement from time to time at its sole discretion. Any such change shall:

- Be communicated via the Website or through registered communication channels;
- Take effect **immediately upon publication**, unless a specific effective date is mentioned;
- Not require individual consent unless mandated by law.

Continued use of the Website or services after such updates constitutes the User's acceptance of the revised Agreement.

### 14.2 Severability

This clause ensures that the invalidity or unenforceability of any part of these Terms & Conditions will not affect the remainder of the agreement, thereby preserving its legal effect and continuity.

#### 14.2.1 Validity of Remaining Provisions

In the event that any provision, clause, or term of these Terms and Conditions is:

- Held to be invalid, illegal, void, or unenforceable by a court of competent jurisdiction or under applicable law;

such provision shall:

- Be **deemed severed** from the remainder of the Terms;
- **Not affect or impair the validity, legality, or enforceability** of the remaining provisions, which shall continue in full force and effect.



#### 14.2.2 Modification to Preserve Intent

If any invalid or unenforceable provision can be modified or interpreted in a way that:

- Makes it valid and enforceable under applicable law;
- Preserves the **original commercial and legal intent** of the parties;

—then such provision shall be **deemed automatically modified** to the minimum extent necessary to achieve validity, enforceability, and consistency with the intent of the agreement.

#### 14.2.3 No Impact on Agreement as a Whole

- The severance or amendment of a specific provision shall **not constitute a waiver** or alteration of any other part of the agreement.
- The overall Agreement shall remain intact and binding on the parties, and shall be interpreted as though the invalid provision had never existed or had been replaced in accordance with this clause.

### 14.3 Waiver

#### 14.3.1 No Implied Waiver

The **failure, delay, omission, or forbearance** by **KN NEXUNITED PRIVATE LIMITED** (hereafter referred to as “the Company”) in:

- Enforcing any provision of these Terms and Conditions;
- Exercising any right, remedy, or entitlement under this Agreement;
- Taking action upon any breach or violation by the User;

—**shall not constitute a waiver** of such right, provision, or claim, nor shall it be interpreted as a waiver of any subsequent or continuing breach.

#### 14.3.2 Written Waiver Requirement

Any waiver of a provision, right, or remedy shall:

- Be valid only if made in **writing**;
- Be duly **signed by an authorized representative** of the Company;
- Specify the exact scope and duration of the waiver.

**Oral waivers or informal conduct** shall have no legal force or effect.

#### 14.3.3 No Precedent Established

A waiver granted in a particular instance shall:

- **Not constitute a precedent**, general waiver, or future relinquishment of rights;
- **Not preclude** the Company from exercising the same or any other right under these Terms on a future occasion;
- Be deemed applicable only to the specific circumstance, party, or breach to which it pertains.

#### 14.3.4 Reservation of Rights

All rights, powers, privileges, and remedies available to the Company under these Terms and applicable law shall:

- Be **cumulative and not exclusive** of any other rights or remedies;
- Remain **fully reserved and unaffected** by any delay in enforcement or temporary tolerance of non-compliance.

## 14.4 Assignment

### 14.4.1 Restriction on User Assignment

The User agrees that:

- They shall **not assign, delegate, transfer, sublicense, or otherwise dispose** of any of their rights, duties, or obligations under these Terms and Conditions to any third party without the **prior written consent** of the Company;
- Any attempted assignment in violation of this clause shall be **null and void** and shall not be binding on the Company.

This restriction applies to all forms of transfer, including but not limited to:

- Contractual assignment to another service provider;
- Transfer of service rights to family members, friends, or third-party consultants;
- Transfer in the event of User's incapacity or change of intention regarding the use of services.

### 14.4.2 Company's Right to Assign

**KN NEXUNITED PRIVATE LIMITED** reserves the unrestricted right to:

- **Assign, transfer, subcontract, or delegate** any part of its rights, responsibilities, or obligations under these Terms, in whole or in part, to:
  - Any of its group companies, subsidiaries, or affiliates;
  - A successor entity pursuant to a merger, acquisition, business sale, or corporate restructuring;
  - An authorized third-party service provider engaged for performance, support, or legal compliance;

—without requiring any further approval or notification to the User, provided such assignment does not diminish the User's rights or level of service materially.

### 14.4.3 Binding Effect

This Agreement and all rights and obligations herein shall:

- **Inure to the benefit of and be binding upon** the parties hereto and their respective legal successors and permitted assigns;
- Continue to remain in effect despite any change in control, ownership, or legal structure of either party.

### 14.4.4 No Novation Without Consent



Assignment by the User shall not relieve them of their original contractual obligations unless the Company expressly agrees to a **novation** (i.e., full substitution of parties) in writing. The original User shall remain liable for any breach or non-performance prior to such written novation being executed.

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## 14.5 Contact Information

### 14.5.1 General Communications

For any general inquiries, feedback, service-related questions, account issues, or clarifications regarding the services offered through the Website ([www.mentoriaoverseas.com](http://www.mentoriaoverseas.com)), Users may contact the Company via:

- **Email:**  
 [info@mentoriaoverseas.com](mailto:info@mentoriaoverseas.com)
- **Phone:**  
 **+91 94296 90581**  
(Available during working hours: Monday to Saturday, 10:00 a.m. – 6:00 p.m. IST)
- **Postal Address:**  
**KN NEXUNITED PRIVATE LIMITED**  
Office No. 2, Bhagyalaxmi Apartment,  
D'Souza Colony, College Road,  
Nashik – 422005, Maharashtra, India

#### 14.5.2 Legal Notices and Grievances

Any legal notices, statutory communications, or grievance redressal matters (including but not limited to those under the Information Technology Act, 2000 or the Consumer Protection Act, 2019) must be submitted in writing to the Company's **designated Grievance Officer** at the above-mentioned postal address or official email ID.

The subject line of such communication should clearly state "**Legal Notice**" or "**User Grievance – Urgent Attention Required**" to ensure proper routing and handling.

#### 14.5.3 Response Time and Acknowledgment

- The Company shall make commercially reasonable efforts to **acknowledge all non-legal communications within 3–5 business days**, and legal/grievance matters within **7–10 business days**, subject to the nature of the request.
- For time-sensitive concerns such as application deadlines or service interruptions, Users are encouraged to call the above number directly or follow up through email.

#### 14.5.4 Change in Contact Details

**KN NEXUNITED PRIVATE LIMITED** reserves the right to **modify or update** its contact details or communication channels from time to time. Any such changes will be:

- Posted on the official Website;
- Deemed effective upon publication;
- Notified, where feasible, through email or platform updates.

It is the User's responsibility to regularly check the Website for such updates.