

# Terms of Use

## **1. Introduction**

iON Digital HUB platform is a content product market place powered by the TCS iON technology platforms. TCS offers its technology platform to publishers of content to publish their content offerings or products on the platform and for learners ("Learner") to register in the iON Digital HUB platform for accessing such content offerings or products. These products can be accessed by 'authorized distributors' for subscription distribution to end users. These products can also be subscribed to directly by the end user. These Terms of Use ("Terms") govern use of TCS's iON Digital Hub platform, related website, apps, and other products and services by Learners ("Services"). As the Services includes software that will be accessed, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms.

## **2. Using iON Digital HUB platform**

Who May Use our Services.

You may use our Services only if you are in compliance with these Terms and all applicable laws. When you are registered as a 'Learner' on the iON Digital Hub platform, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. Any use or access by anyone of the iON Digital Hub platform under the age of 13 is prohibited, and certain courses may have additional requirements and/or restrictions. You understand that through your use of Services you consent to the collection, storage, processing and use of the above information by TCS and its affiliate.

Note that residents of nations with EU embargo may be restricted to use iON Digital Learning Hub platform.

## **3. Usage Rights and Restrictions**

Usage rights.

(i) Subject to the terms and conditions set forth in these Terms (including the Acceptable Use Policy), effective upon TCS permitting access to you of the Services platform through any means, TCS hereby grants to you the right to use as specifically permitted under these Terms. The forgoing does not (a) permit use of the Services for any purpose other than as permitted under these Terms, or (b) permit use of the Services to any person other than you. Any extension or change of the contractual use of the Services requires TCS' prior written consent and authorization. (ii) The usage rights granted herein and the provisions of these Terms do not grant or convey to you any ownership rights and interest or title in or to the Services any Intellectual Property Rights ("Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not) therein nor do they permit you to make derivative works or to make copies of the Services.

You acknowledge and agree that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the Services, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of you. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to you of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the Services or any enhancements, upgrades or derivative works thereof.

Proprietary and Confidentiality Markings or Notices.

You shall not or permit other persons to, remove, alter or otherwise render illegible any of TCS's logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the Services or components thereof provided to you hereunder. You shall not remove or alter TCS's and/or its licensors' logo, trademark, copyright notice and other proprietary markings or notice on all copies of the Services or any part thereof including the documentation relating to Services.

Restrictions on Copying.

Copying of the Services is prohibited except with TCS's prior written consent and authorization. You are not authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Services or otherwise grant any right under these Terms to any third party. Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. You are not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-

compile, recreate, enhance or modify the Services or any part thereof or to create enhancements to or derivative works of the Services or any portions thereof.

Trademarks.

You will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the Services or any part thereof.

Breach.

Should the Services be used beyond the use rights, TCS shall be immediately entitled to terminate the use rights granted hereunder in respect of such Services, without prejudice to any other rights or remedies TCS may have under these Terms or otherwise.

## **6. Our Courses**

Course Modifications

While the publishers of the content on the iON Digital Hub platform endeavor to offer world-class courses and content products, unexpected events do occur. TCS reserves the right to cancel, interrupt, or reschedule any course or to modify any course content or the point value or weight of any assignment, quiz, or other assessment. Courses offered are subject to the Disclaimers and Limitation of Liability sections below.

No Academic Credit

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of a course does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a course unless you have earned a Course Certificate (or other equivalent TCS credential) for that course. TCS, the course instructors, and the associated participating institutions have no obligation to have a course recognized by any educational institution or accreditation organization.

Disclaimer of Student-University Relationship

Nothing in these Terms or otherwise with respect to your participation in any course:  
(a) establishes any relationship between you and any educational institution with

which TCS may be affiliated; (b) enrolls or registers you in any educational institution, or in any course offered by any educational institution; or (c) entitles you to use the resources of any educational institution beyond participation in the course.

## **7. Your Content**

### User Content

The Services enable you to share your content, such as homework, quizzes, exams, projects, and other assignments you submit, posts you make in the forums, and the like ("User Content"), with course instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share. User Content will not include your personal data.

### How TCS and Others May Use User Content

To the extent that you provide User Content, you grant TCS a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, , modify, create derivative works based on such content, publicly perform, publicly display, and otherwise use the User Content. This license includes granting TCS the right to authorize participating institutions to use User Content. Nothing in these Terms shall restrict other legal rights TCS may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

### Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, TCS does not waive any rights to use similar or related Feedback previously known to TCS, developed by its employees or contractors, or obtained from other sources.

### Security

We care about the security of our users. While we work to protect the security of your account and related information, TCS cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing [ion.servicedesk@tcs.com](mailto:ion.servicedesk@tcs.com).

## **8. User Consent**

**User hereby confirms that he is from the territory of UK and shall abide by all applicable laws prevailing in UK.**

## **9. Third Party Content**

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. TCS cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. TCS disclaims any responsibility or liability related to your access or use of such third party content.

## **10. Education Research**

TCS is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the course content. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

## **11. Paid Services**

TCS' iON Digital Hub Platform hosts content products for a fee. Unless otherwise stated, all fees are quoted in GBP. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and TCS reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services.

## **12. Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, TCS may terminate your use of any Service for any reason.

### **13. Disclaimers**

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TCS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TCS FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TCS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL TCS'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY TCS FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TCS, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO TCS'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **15. Indemnification**

You agree to indemnify, defend, and hold harmless TCS from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

## **16. Acceptable Use Policy**

TCS's mission is to provide universal access to the world's best contents and education. We believe strongly in preserving free speech and expression for our learners as well as academic freedom for our partner institutions and instructors. We also want to make sure that all of our learners and instructors feel safe and comfortable while using our Services. We have drafted these guidelines to ensure that people understand and follow the rules when participating in our online community and otherwise using our Services.

Although we do not routinely screen or monitor content provided by users, we may remove or edit inappropriate content or activity reported to us or suspend, disable, or terminate a user's access to all or part of the Services.

You are prohibited from using our Services to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that learners who are as young as 13 use iON Digital HUB platform, and we do not allow content that is inappropriate for these younger learners.
- Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harasses or defame others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content

including content which are unlawful, harassing, abusive, threatening, harmful, obscene, profane, sexually orientated or racially offensive directed at private individuals is not allowed.

- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates the iON Digital HUB platform Terms of use. Please note that specific courses may have additional rules and requirements.

You also aren't allowed to:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties or prejudices any judicial proceedings.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account or impersonate other users or falsely claim to represent a person or organisation.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list. post comments in languages other than English
- advertise or promote products or services.
- use an inappropriate user name (vulgar, offensive etc.).
- submit comments or choose user names that contain personal information that would identify yourself or others.

## **17. General Terms**

### Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

### Severability; Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

### Governing Law and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising out of or in relation to the construction, meaning and operation or effect of this Terms or breach thereof, shall be settled amicably. If, however, the disputes are not being resolved amicably, the same shall be referred for Arbitration to a sole Arbitrator to be appointed by TCS. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act of India, 1996. The Arbitration proceedings will be carried out at India and the award made in pursuance thereof shall be binding on us.