

# Lernern – Terms and Conditions

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## Introduction

The website <https://www.lernern.in>, including all pages and content hosted on it (hereinafter referred to as the "**Website**"), along with the information, services, programs, and materials contained therein, is owned and operated by **Gram Tarang Technical Vocational Education and Training Private Limited** (hereinafter referred to as "**Lernern**", "**we**", "**us**", or "**our**").

Lernern offers a range of curated, skill-based programs and training solutions in collaboration with academic institutions, government-recognized universities, and skill development bodies. These programs are tailored to align with industry requirements, enhance employability, and deliver learning outcomes through both online and offline delivery channels. The Website serves as a digital interface for users to explore available courses, understand admission processes, view fee structures, submit inquiries, and engage with our support and counselling services.

As a user (hereinafter referred to as "**you**", "**your**", or "**User**"), by visiting, accessing, registering on, or using any part of the Website, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions ("**Terms**"), along with our **Privacy Policy**, **Fee Policy**, and any other applicable rules or policies published on the Website.

Please read these Terms carefully. If you do not agree to all the Terms, **you must not access or use the Website or any services offered by Lernern.**

These Terms constitute a binding agreement between the User and Lernern under the provisions of the **Information Technology Act, 2000**, and the applicable rules thereunder, including any amendments thereto.

By accepting or using the Website and its services, you also agree to any future modifications made to these Terms. We reserve the right to amend or revise any part of the Terms without prior notice, and it is your responsibility to check this page periodically for changes.

Lernern makes no representation that its services are available or appropriate for use in all geographic regions. If you choose to access the Website from outside India or from a restricted location, you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent applicable.

# General Terms

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By accessing or using the Website, you represent, warrant, and agree that:

- You are at least **18 (eighteen) years of age**, or if you are under 18, you are accessing or using the Website under the **supervision and consent of your legal guardian**;
- You are **competent to enter into a legally binding contract** as per the provisions of the **Indian Contract Act, 1872**;
- Your access to the Website has **not been previously suspended or restricted** due to any violation or suspected violation of these Terms or applicable laws;
- All materials and content displayed, shared, or provided on or through this Website—including, but not limited to, text, images, graphics, logos, icons, audio/video clips, course content, UI/UX elements, and software—are **the intellectual property of Lernern** or its partners/licensors and are protected by applicable **copyright, trademark, and other intellectual property laws**.

You are permitted to view and download content from the Website strictly for **personal, non-commercial use**, provided that:

- No content is altered or modified;
- No copyright, trademark, or other proprietary notices are removed;
- Such usage does not harm the reputation or operations of Lernern.

You **agree not to**:

- Copy, reproduce, distribute, modify, store, transmit, display, perform, publish, license, create derivative works from, or sell any content or part of the Website without prior **written permission** from Lernern;
- Use the Website or its contents for **any unlawful activity** or in a manner that violates any **applicable law**;
- Exploit the Website, its services, or content for **commercial purposes** without express written authorization;
- Engage in any behaviour that may **mislead users**, impersonate Lernern representatives, or cause reputational harm;
- Establish a **hyperlink, deep link, or mirror** the Website without Lernern's explicit permission;

- Attempt to **decompile, disassemble, or reverse engineer** any software or technology used on or available through the Website;
- **Disrupt** or interfere with the Website's functionality by introducing viruses, overloads, spam, malware, or other malicious elements;
- Attempt to **breach the security system** of the Website or gain unauthorized access to any systems, data, or networks;
- **Publicly disparage, defame, or misrepresent** Lernern, its representatives, partners, or services;
- Encourage or assist others in violating any of the above restrictions.

The Website provides general information regarding programs, certifications, training partnerships, and financing options. While browsing does not require registration, **certain features or services may require you to register and create an account**. Lernern reserves the right to enable or disable such features without prior notice.

## Acceptance of Terms & Conditions

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Lernern reserves the right to **amend, update, or modify** these Terms and Conditions at its sole discretion at any time, **without prior notice** to the User. It is your responsibility to review the Terms periodically to stay informed of any changes. Your **continued use of the Website** or Services after such modifications shall be deemed your **acceptance** of the revised Terms.

By interacting with Lernern, you consent to be **contacted via phone calls, SMS, WhatsApp messages, email, or other communication channels** regarding courses, programs, services, feedback, or updates—even if your number is registered under **Do Not Disturb (DND)** or **National Customer Preference Register (NCPR)**.

### Program Registration

Users interested in enrolling in Lernern's programs may be required to **submit certain information**, which may include:

- Full name
- Phone number
- Email address
- Preferred course or program

- City and state of residence
- Employment or educational background
- Financing or sponsorship details (where applicable)

Lernern may verify contact details (such as phone number) via **one-time password (OTP)** authentication or other verification methods. Users are responsible for ensuring that the information provided is **accurate and up to date**. Lernern bears no liability for errors arising from incorrect or outdated data shared by the User.

Once verified, users can **browse, select, and enrol** in programs offered by Lernern or its partner institutions, subject to **program-specific eligibility, availability, and acceptance criteria**.

### **Disclaimer**

The Website, its content, and the programs or services offered by Lernern are provided on an **"as-is" and "as-available"** basis.

Lernern does **not guarantee** that the Website or its services will be **error-free, uninterrupted, or fully secure**. While we make reasonable efforts to ensure the accuracy of information presented, Lernern does **not make any warranties**, whether express or implied, regarding:

- The suitability of any program for a particular individual;
- The completeness, reliability, or accuracy of the content;
- Uninterrupted access to the platform or program materials;
- Achievement of specific educational or employment outcomes.

You acknowledge that any **materials downloaded or accessed** through the Website are done at your **own risk**, and you shall be **solely responsible** for any damage to your device or loss of data resulting from such access.

Lernern reserves the right to **modify or discontinue any program, course content, service, or website feature** at any time without prior notice.

# Indemnity and Limitation of Liability

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To the maximum extent permitted by applicable law, Lernern, its affiliates, partners, employees, directors, officers, agents, or licensors shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages arising out of:

- your use or inability to use the Platform,
- any content, service, or feature offered through the Platform,
- technical delays, interruptions, or defects in performance, or
- unauthorized access or alteration of your transmissions or data.

Lernern assumes no responsibility for any errors, inaccuracies, omissions, or delays in content or user-generated data.

You agree to **indemnify, defend, and hold harmless** Lernern and its stakeholders from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to your:

- breach of these Terms,
- violation of any applicable law, or
- misuse of the Platform or services.

In any event, Lernern's **total liability shall not exceed the actual amount paid by you**, if any, for the services availed through the Platform.

## Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the **laws of India**.

Any disputes arising out of or relating to these Terms, your use of the Platform, or any related matters shall be subject to the **exclusive jurisdiction of the courts located in Gurugram, Haryana**.

In case of any dispute or disagreement, the parties agree to initially attempt **informal resolution** through mutual discussion. If unresolved, such disputes may be referred to **binding arbitration**, in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the seat shall be Gurugram, Haryana.

## Grievance Redressal

Lernern is committed to resolving user concerns quickly and efficiently. If you have any questions, complaints, or feedback, you may contact our designated Grievance Officer:

**Name:** Lernern

**Email:** support@lernern.in

We aim to acknowledge and address all grievances in accordance with applicable laws and reasonable industry standards.

## Termination

You may terminate your association with Lernern by ceasing to use the Platform or submitting a request for account deactivation.

Lernern reserves the right to **suspend, restrict, or terminate** your access to the Platform without notice if:

- you violate any provision of these Terms;
- we are required to do so by law; or
- your conduct threatens the security or integrity of our services.

## Survival

All provisions that by their nature are intended to survive termination, including but not limited to clauses on **Indemnity, Limitation of Liability, Governing Law, Dispute Resolution, and Intellectual Property**, shall continue to remain in effect even after termination of your use of the Platform.

## Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable under applicable law, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.