

GENERAL TERMS OF USE OF LMS

This LMS , Concept Waves(hereinafter referred to as "LMS" Wherein Tantalum Academy Private Limited a company incorporated under the Companies Act, 1956/2013 with its registered office at Tantalum Academy Private Limited A29, Patterns A, GoodEarth Malhar, Kambipura, Kengeri, Bengaluru, Karnataka 560074 (hereinafter referred to as "Tantalum Academy") has taken the service for Learning management system from Concept Waves.

Your use of the LMS and services and tools available through this LMS are governed by the following terms and conditions as applicable to the LMS including the applicable policies which are incorporated herein by way of reference. If You transact with us through the LMS, You shall be subject to the policies that are applicable to the LMS for such transaction. By mere use of the LMS, You shall be contracting with Tantalum Academy Private Limited and these terms and conditions including the policies constitute Your binding obligations, with Tantalum Academy.

For the purpose of these Terms of Use, wherever the context so requires 'You' or "User" or shall mean any natural or legal person Tantalum Academy allows such Registered User to avail services available. The term "we", "us", and "our" shall mean Tantalum Academy Private Limited.

When You use any of the services provided by us through the LMS, including but not limited. You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates/changes. Your continued use of the LMS following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, we grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the LMS.

1. ACCEPTANCE OF TERMS

By mere accessing, and logging in, You agree to all the terms and conditions under these terms of use, so please read the terms of use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Tantalum Academy Privacy Policy available at <https://tantalumacademy.com/>

2. DESCRIPTION OF TANTALUM ACADEMY SERVICES

Tantalum Academy is an online gamified approach to workplace skills development for students, young adults and employers. The LMS provides users with access to different plans, and You can purchase the plans. You also understand and agree that the Tantalum Academy LMS may include certain important communications from Tantalum Academy, such as service announcements, administrative messages, and Learning material, and that these important communications are considered part of Your membership with Tantalum Academy, and You will not be able to opt-out of receiving them. You understand and agree that Tantalum Academy Services is provided to You "AS-IS" and that Tantalum Academy takes no responsibility for the timeliness, delay, deletion, non-delivery, or mis delivery, failure, or such other event to store any user communications or personalization settings. You are responsible for obtaining access to the Tantalum Academy Services and that access may involve third-party fees. You are responsible for those fees, including those fees associated with the service taken. In addition, You must provide and are responsible for all equipment necessary to access the Tantalum Academy Services.

3. REGISTRATION AND ACCOUNT OBLIGATIONS

- a) Services available through this LMS or use of the LMS are available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872, un-discharged insolvents, are not eligible to use the LMS.
- b) Registration: If You are registering as a user, you must accept these Terms of Use.

4. TANTALUM ACADEMY PRIVACY POLICY

Account Information and certain other information about You are subject to our applicable privacy policy. For more information, refer to our Tantalum Academy Privacy Policy. You understand that through Your use of the services offered by Tantalum Academy, You consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information within our services and to any other location Tantalum Academy may see fit for storage, processing and use by Tantalum Academy and its affiliates.

5. MEMBER ACCOUNT, PASSWORD, AND SECURITY

After completing the registration process by providing Login and Account Information along with other details You may be asked for, Tantalum Academy through its web-based platform will issue You with a password and account designation. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under Your password or account. You agree to (a) immediately notify Tantalum Academy of any unauthorized use of Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Tantalum Academy cannot and will not be liable for any loss or damage arising from Your failure to comply as provided in this clause.

6. DISCLAIMER

- a) The information contained in this LMS is for general information purposes only. The information is provided by Tantalum Academy and while sincere efforts are made to keep the information updated and correct, Tantalum Academy makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the LMS or the information, products, services, or related graphics contained on the LMS for any purpose. Any reliance You place on such information is therefore strictly at Your own risk.
- b) In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this LMS.
- c) Through this LMS You are able to link to other LMSs which are not under the control of Tantalum Academy. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- d) Every effort is made to keep the LMS up and running smoothly. However, People Group takes no responsibility for, and will not be liable for, the LMS being temporarily unavailable due to technical issues beyond our control.
- e) User consent that Tantalum Academy may use my photographs or video recordings were taken during the online session and shall be used by Tantalum Academy for their promotional purpose on any social media platform.

7. TERMS OF USE

7. DISCLAIMER

- a) The information contained in this LMS is for general information purposes only. The information is provided by Tantalum Academy and while sincere efforts are made to keep the information updated and correct, Tantalum Academy makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the LMS or the information, products, services, or related graphics contained on the LMS for any purpose. Any reliance You place on such information is therefore strictly at Your own risk.
- b) In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this LMS.
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8. PAYMENT

i. Please take note that your name, email address, and other personal information submitted on our LMS may be stored with us and may also appear on the LMS. Like other platforms, our server also receives general information such as IP address of the visitor, cookie, etc.

ii. For the financial transactions by credit card/debit card, Tantalum Academy uses a third-party secure payment gateway provided by Cash free payments and the card details are 'not stored' with Tantalum Academy.

iii. While making Your payment to us through any of the payment method/s available on the LMS, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- a) Lack of authorization for any transaction/s, or
- b) Exceeding the present limit mutually agreed by You and between Your "Bank/s", or
- c) Any payment issues arising out of the transaction, or
- d) Decline of transaction for any other reason/s.

iv. All payments made against the purchases/services on LMS by You shall be compulsorily in Indian Rupees acceptable in the Republic of India. LMS will not facilitate transaction with respect to any other form of currency with respect to the purchases made on LMS, unless prior written approval was obtained by You from Tantalum Academy.

v. At any time for security reasons, we may require You to furnish supporting documents including but not limited to Govt. issued ID and address proof to verify the ownership of the payment instrument used by You for Your purchase. This is done in the interest of providing a safe environment to our Users.

vi. All Valid Credit/Debit/Cash Card and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

vii. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

9. STATUTORY COMPLIANCE

User shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the Rules made there under, Foreign Contribution Regulation Act, 1976 and the Rules made there under, Income Tax Act, 1961 and the rules made there under, Export-Import Policy of the government of India) applicable to them respectively for using Payment Facility and Tantalum Academy LMS.

10. VIOLATION

- a) Without limiting other remedies, we may limit Your activity, immediately remove Your information, warn other Users of Your actions, immediately temporarily/indefinitely suspend or terminate or block Your membership, and/or refuse to provide You with access to the LMS in the event, but not limited to:
 - i) If You breach the Terms of Use or Privacy Policy or Agreement or other Policies, if any;
 - ii) If we are unable to verify or authenticate any information You provide; or
 - iii) If it is believed that Your actions may cause legal liability for You, other users or us.
- b) We may at any time at our sole discretion reinstate suspended users. A user that has been suspended or blocked may not register or attempt to register with us or use the LMS in any manner whatsoever until such time that such user is reinstated by us. Notwithstanding the foregoing, if You breach the Terms of Use or Privacy Policy or other ruler and policies, we reserve the right to recover any amounts due and owing by You to us and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against You.

11. INDEMNITY

You shall indemnify and hold harmless Tantalum Academy, its owner, licensee, affiliates, subsidiaries, group companies (as applicable), and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, Privacy Policy, Service Agreement, and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

12. JURISDICTION

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore, India.

13. TRADEMARK AND COPYRIGHT RESTRICTION

Users understand that the IP related to LMS like trademark, and copyright shall all time belong to the Tantalum Academy, all written contents, design, layouts, coding, functionality and arrangements thereof are copyright 2022 of Tantalum Academy. All rights are reserved. All trademarks, logos, icons, and domain names are proprietary of Tantalum Academy. Nothing contained on the LMS should be construed as granting, by implication, or otherwise, any license or right to use any trademarks, service marks, trade names, logos, icons, and domain names displayed on this LMS without the written permission of Tantalum Academy. Your use of the trademarks, service marks, trade names, logos, icons, and domain names displayed on this LMS, or any other content on this LMS, except as provided herein, is strictly prohibited. Images displayed are the property of Tantalum Academy, and the use of these images by you or anyone else authorized by you is strictly prohibited.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL TANTALUM ACADEMY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

16. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Sharda Ramachandra

Phone: 8792908821

Email: info@tanatlumacademy.com

Time: 10AM – 5PM