

TERMS & CONDITIONS (USER AGREEMENT)

1. INTRODUCTION

This NL Partner App is published by Payroot consultants Pvt. Ltd. ("Nationlearns.com" the "Company"), a Company registered under the Companies Act, 1956, having its registered office at No.6 2nd floor 1st cross Kothur Village Ramamurthy Nagar Bangalore 560016

By downloading or otherwise accessing the NLPartner App you agree to be bound by the following Terms and Conditions ("Terms of Use"), Nation learns Service Provider Subscription Agreement and our privacy policy. If you have any queries about the App or these Terms, you can contact us at Support@NLPartner.in

2, ABOUT NLPARTNER APP

You can use the NLPartner App, to subscribe for Nation learns Service Provider Subscription Packages, to buy leads based on your requirement for the financial products sold by you, by paying the subscription fee and for providing facilitation services. Please note that leads are Wallet Lead Points, and you are paying of Service Provider listing.

Nation learns Service Provider Subscription Packages, Nation learns Verified Service Providers Subscription Package is a paid listing service, on Nationlearns.com platform, of and Nation learns Associate. Associate Partner(s) is/are financial advisor(s), insurance agent(s), and other individual(s) who wish to educate and market financial products to prospective purchasers. Nation learns Service Providers Subscription Package lists an Associate Partner's profile including the products and services that the Associate Partner offers or is willing to offer to its customers/consumers, for the duration as mentioned in the Subscription Package. Subject to the subscription package opted by the Associate Partner in the NLPartner App, the Company will display Associate Partner's profile and product on the Website vsp.nationlearns.com. The Associate Partner shall submit or upload accurate details and documents required by the Company for listing their profile on the Website.

The Company makes no representations about the completeness or accuracy of Associate Partner information. It shall not be incumbent upon the Company to check/verify the status and veracity of the claims made by the Associate Partner's on the listings made by an Associate Partner on Nationlearns.com shall not be held responsible for any license or registration that the Associate Partner, maintains from time to time; it shall solely be an Associate Partner's responsibility to inform the Company of the need to update or remove Associate Partner's Listing or profile due to material changes in Associate Partner's business, license, or registration, as applicable to Associate Partner's ongoing ability to perform/provide services or products for potential customers. Associate Partner shall be responsible to the Users in the event of any false representation by the Associate Partner,

Company shall not be responsible for any act of the Associate Partner to the User by virtue of listing of Associate Partner's profile.

3, Wallet Lead Points Upon subscription to Nation learns Service Providers Subscription Package, the Associate Partner shall be provided with Wallet Lead Points to purchase the leads in NLPartner App based on the subscription subscribed for. After buying the lead(s), Associate Partner will receive all the details of the lead(s), like its name, address, mobile number, annual income, area of interest, requirement details in the NLPartner mobile application. For avoidance of doubt, the Associate Partner confirms that Nationlearns has expended its time and resources to carefully collect relevant data of prospective leads by making telephonic conversation with a prospective lead, and all the data that is made available on the NLPartner mobile application is based on the information provided by the prospective lead, and it shall not be incumbent upon the Company to check/verify the status and veracity of the information so provided by a prospective lead listed on the NLPartner mobile application.

4, GENERAL RULE RELATING TO CONDUCT

The NLPartner App is made available for your own, personal use. The App must not be used for any commercial purpose whatsoever or for any illegal or unauthorized purpose. When you use the NLPartner App you must comply with all applicable Indian laws. For avoidance of doubt, you shall not market, share, and/or trade the leads exchanged in lieu of the Wallet Lead points by you on the NLPartner mobile application with any third party either for profit or otherwise. You hereby agree not to use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation to) copyright infringement; or attempt to gain unauthorized access to App or any networks, servers or computer systems connected to the App; or modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these terms or by law. Any information provided by you, in order to access NLPartner App and website, will always be correct, accurate and up to date. You shall be responsible for maintaining the confidentiality of any login information Associate Partner with any account that one may use to access our NLPartner App and website Services. You agree not to access any of our services or provide facilitation services through any unethical or unscrupulous means. Engaging in any activity that disrupts or interferes with our Services, including the servers and/or networks to which our Services are located or connected, is strictly prohibited. You are solely responsible for any consequences, losses, or damages that Company may directly or indirectly incur or suffer due to any unauthorized activities conducted by user, and resulting in any criminal or civil liability. You agree to indemnify Nationlearns.com and its group companies in full and on demand from and against any loss, damage, costs or expenses including attorney and legal and court expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms of Use or Applicable Laws.

5 ,CHARGE BACK & REFUND POLICY

You (the Associate Partner) agree and give consent to Nationlearns.com's "NO-REFUND POLICY." FOR AVOIDANCE OF DOUBT, THE NATIONLEARNS SERVICE PROVIDERS SUBSCRIPTION PACKAGE, SO SUBSCRIBED BY YOU FOR LISTING YOUR PROFILE AND SERVICE ON THE WEBSITE COMES WITH A SUBSCRIPTION FEE BASED ON THE SUBSCRIPTION PACKAGE CHOSEN BY YOU, AND ONCE SUBSCRIBED, YOUR PROFILE WOULD BE LISTED ON THE NATIONLEARNS.COM WEBSITE FOR THE DURATION OF YOUR SUBSCRIPTION, AND THERE SHALL BE NO REFUND OF THE SUBSCRIPTION FEE DURING THE TERM OF YOUR SUBSCRIPTION. YOU ALSO ACKNOWLEDGE THAT THE WALLET LEAD POINTS CANNOT BE CONVERTED TO A MONETARY VALUE, AND COMPANY SHALL NOT BE REQUIRED TO REFUND ANY UNUSED WALLET LEAD POINTS AT THE END OF THE SUBSCRIPTION PERIOD OR ANY OTHER POINT DURING OR AFTER THE END OF SUBSCRIPTION PERIOD.

6,TERMS OF USE

By downloading and using the NLPartner App you are agreeing to be bound by these terms and conditions. We may change these terms and conditions at any time. Your continued use of the App means that you accept any new or modified terms and conditions that the Company may come up with. Please re-visit the `Terms of Use' link from time to time to stay updated on any changes that we may introduce.

VI. REGISTRATION By registering, you certify that all information you provide, now or in the future, is true, and correct. You agree that you have completed 18 years of [age](#). Nationlearns.com reserves the right, in its sole discretion, to deny you access to NLPartner App or any part thereof without notice for the following reasons.any unauthorized access or use by you if you assign or transfer (or attempt the same) any rights granted to you under this Agreement, if you violate any of the other terms and conditions of this Terms and Conditions or Nationlearns Service Providers Agreement.

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10. LIABILITY DISCLAIMER

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11. USE OF APP AS A COMMUNICATION MEANS

If this NLPartner App contains message, boards, chat rooms, calling or other message or communication facilities (collectively, "Fora"), you agree to use them only to send and receive messages and material that are proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using a Forum, you shall not do any of the following: Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights there to or have received all necessary consents. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer. Conduct or forward surveys, contests, or chain letters. Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

12. EQUIPMENT AND OPERATION

You shall provide and maintain all telephone/internet and other equipment necessary to access NLPartner App, and the costs of any such equipment and/or telephone/internet connections or use, including any applicable taxes, shall be borne solely by you. You are responsible for operating your own equipment used to access NLPartner

.13. INFORMATION DISCLAIMER

You acknowledge that the information provided through NLPartner App is compiled from sources, which are beyond the control of NLPartner App though such information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur and NLPartner App does not warrant the accuracy or suitability of the information. For this reason, as well as the possibility of human and mechanical errors and other factors, you acknowledge that NLPartner App is provided to you on an "as is, with all faults" basis. Nationlearns.com expressly disclaims any and all warranties, whether express, oral, implied, statutory or otherwise, of any kind to the users and/or any third party, including any implied warranties of accuracy, timeliness, completeness, merchantability and fitness for a particular purpose, as well as any warranties arising by virtue of custom of trade or course of dealing and any implied warranties of title or non-infringement. In addition, Nationlearns.com, in providing the information in NLPartner App makes no endorsement of any particular security, market participant, or brokerage. Further, Nationlearns.com does not represent or warrant that it will meet your requirements or is suitable for your needs. Under this Terms and Conditions, you assume all risk of errors and/or omissions in NLPartner App, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of NLPartner App, including the lead information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information under the Terms and Conditions. You agree that Nationlearns.com (including its and their officers, directors, employees, affiliates, group companies agents, representatives or subcontractors) shall not in any event be liable for any special, incidental or consequential damages arising out of the use or inability to use NLPartner App for any purpose whatsoever. Nationlearns.com and its affiliates, officers, directors, employees and agents shall have no liability in tort, contract, or otherwise to user and/or any third party.

15. LINKS TO THIRD PARTY SITES

The links or Advertisement in NLPartner App will allow you to leave the App. NLPartner has not reviewed such links or advertisements. The linked sites are not under the control of Nationlearns.com and is not responsible for the contents or omissions of any linked site or any links contained in a linked site. The inclusion of any linked site does not imply endorsement by NLPartner App or Nationlearns.com.

16. INDEMNIFICATION

You shall indemnify, defend and hold harmless NLPartner (including its and their officers, directors, employees, affiliates, group companies, agents, representatives or subcontractors) from any and all claims and losses including attorney and court fees imposed on, incurred by or asserted as a result of or related to your access and use of NLPartner App any non-compliance by user with the terms and conditions hereof; or any third-party actions related to users receipt and use of the information, whether authorized or unauthorized. any third-party action relating to the facilitation services provided outside the scope of these terms and conditions.

17. ATTORNEY'S FEES

If Payroot Consultants Private Limited takes action (by itself or through its Associate Partner companies) to enforce any of the provisions of this Terms and Conditions, including collection of any amounts due hereunder, Payroot Consultants Private Limited shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

18. FOR ASSOCIATE PARTNERS

A, If you are an Associate Partner of NLPartner / Nationlearns.com, we would like to confirm that the following terms and conditions apply to you:

B, We do not guarantee number of leads and conversion thereof any to the Associate Partner's subscribing for the Service Provider listing.

C, We do not Guarantee any conversion guarantee of leads served to you.

D, We will provide you with replacement of Lead(s) only in the following 3 Situations:

If the customer is not contactable for any reason for 6 days

If the customer says that he has not given his consent to Nationlearns.com to transfer his request to you.

If the information provided by the Company is incorrect.

E, If Lead is accepted for replacement, then the points of the lead will be credited back to your Wallet Lead Points,

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F, Conference Appointment: This is a Helping service offered by the Company to help Associate Partner's improve their conversion ratio. However, this feature may not be available at times due to technical challenges and the Company will not be responsible for such instances. Further, when you request for a conference appointment and when the conference team connects you and the potential customer you should not collect consumers contact information over the call. In case, if you collect

contact information over call then such leads will not be Transferred to your My leads and the same value will be deducted from your Wallet Lead Points,

G, The Conference Appointment team will tell you about the profile before connecting the call to the customer however after talking to the consumer if you deny to by that lead without good reasons then the lead will be transferred to your my leads and the value will be deducted from your wallet lead points,

H, Whenever you place a request for a conference appointment and at that time your not available to take the call the same lead shall be sent to you and the wallet leads points will be deducted and the conference appointment will be marked as success,

I, There is no Replacement on conference Appointment Lead

J, Any Lead Applied For Replacement will be validated by the company, Upon Validation if the lead matches the reason mentioned above the lead Replacement will be Approved and the Wallet will be credited by Wallet Lead Points However if the Lead Replacement is rejected there shall be no Replacement credits given and the reason of rejection will also be mentioned in the My leads Replacement Section

K, Please note that the Replacement Approval or rejection may take several days,

L, NLPartner shall not be held liable for the non-delivery of any lead,

You must login to your NLPartner App after delivery of every new lead and Find the lead in My lead Section, so as to help our system understand that you are properly utilizing our services. Further, this will also help our system deliver leads to your account regularly. Also, you can view the lead details by checking the My Leads Page.

We are doing business as per the Nationlearns Service Provider Subscription Agreement, therefore we request the Associate Partner/user who is buying leads from us through the NLPartner App to abide by the Nationlearns Service Provider Subscription Agreement

19. PRIVACY POLICY

The Company has created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store users' private information. Our privacy policy mentioned in the access NLPartner App will be applicable for use of access NLPartner App.

20. DISPUTE RESOLUTION

You agree that any and all disputes arising out of or relation to your purchase of Nation learns Service Provider Subscription Package, your use of NLPartner App, your listing of your profile on the Nationlearns.com website, the Company's offer Wallet Lead Points, you exercising your option to exchange the Wallet Lead Points for Leads offered by the Company, or any other dispute in relation to the use of the services offered by Nationlearns.com shall be subjected to a binding ARBITRATION, TO BE DECIDED BY A SOLE ARBITRATOR, AND SHALL BE GOVERNED BY THE ARBITRATION AND CONCILIATION ACT, 1996. THE PLACE OF ARBITRATION SHALL BE BENGALURU, AND ARBITRATION PROCEEDINGS SHALL BE CONDUCTED AT "ARBITRATION & CONCILATION CENTRE, BENGALURU" AND SHALL BE DECIDED BY ONE OF THE PANEL OF ARBITRATORS AT THE ARBITRATION & CONCILATION CENTRE, BENGALURU. BY AGREEING TO THE TERMS AND CONDITIONS, YOU HEREBY GIVE CONSENT TO CHOOSE ARBITRATION & CONCILATION CENTRE, BENGALURU AS THE DISPUTE RESOLUTION BODY, AND YOU AGREE TO ADHERE TO THE RULES OF THE ARBITRATION & CONCILATION CENTRE, BENGALURU.