

PAYMENTS, REFUNDS AND RESCHEDULE POLICY

Pricing and Payments: You can purchase Online Courses of your choice for any category(ies) of content by following instructions on the Platform and making the payment applicable for the Courses you intend to purchase.

Please read the below terms applicable for the purchase of your Courses. The below terms are to be read with any other terms communicated to you at the time of purchase of your Courses/Subscription:

- a. You agree to pay all course fees and charges that are attributable to your account on the Platform and that you are solely responsible for payment of these fees and charges. The Subscriptions are payable in full and in advance and are valid until the completion of the applicable Subscription Period or until otherwise cancelled or terminated in accordance with the terms of this Agreement.
- a. If you have specifically authorized us, then the payments for the applicable Subscriptions/courses are automatically charged at the beginning of each billing period, unless you withdraw your authorization or submit a cancellation request to us directly through your account prior to the start of the billing period or in writing via email to the address specified in the 'Contact for User Support/Queries' section below.
- b. If you have not made the complete payments for your Courses, we may restrict / suspend your access to the Platform until your account becomes current and paid in full.
- c. We reserve the right to pursue the fee owed to us using collection methods which may include charging other payment methods on file with us and/or retaining collection agencies or legal counsel.
- d. Your payments to MyCaptain shall be subject to applicable taxes including without limitation Goods and Service Taxes (GST) and Value Added Taxes (VAT) or other similar taxes as may be applicable in your country of residence/from where you have created your account on the Platform/ purchased the underlying Subscriptions.
- e. We reserve the right to change/revise the pricing of the Subscriptions/Courses already received by us, we will implement the price changes during the next billing period or renewal of the Subscriptions.
- f. We further reserve the right to offer custom plans and pricing (including discounts and / or special offers) in addition to what is offered on the Platform, which include offering custom billing and payment terms, that are different from our standard terms.
- g. We use third-party payment gateways and/or aggregators to process payments applicable to the Services offered by us. Third-party payment gateway(s) made available to you may vary depending on the Subscriptions/courses you choose. Similarly, we have also enabled integration of third-party payment providers to facilitate better payment options to you, which may vary depending on your territory or the Subscription/courses you choose. Third-party payment gateways/aggregators and third-party payment providers shall collectively be referred to as **"Third-Party Service Providers"**.

The Third-Party Service Providers may also charge you fees to use or access their services and may require your Personal Information to complete any transaction for the Platform. Further, to facilitate completion of your payments to us through the Platform or avail the payment options provided to you, you may be redirected to an external website operated by the Third-Party Service Provider. We cannot and do not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by the Third-Party Service Provider or its respective websites or (ii) control collection or use of your

Personal Information by such Third-Party Service Provider. Hence, prior to using any services offered by a Third-Party Service Provider, we suggest that you read their terms and conditions, privacy policy and other policies, that may apply, to understand their terms of usage and to understand how your Personal information is being processed. The Company (Climber Knowledge and Careers Pvt Ltd-MyCaptain) is not affiliated to any Third-Party Service Provider and neither Company nor any of the Third-Party Service Provider are agents or employees of the other.

Further, pursuant to the payment option you may choose, you may be required to enter into a separate agreement with the relevant Third-Party Service Provider. This agreement with the Third-Party Service Provider is an independent contract/agreement between you and such Third-Party Service Provider and “MyCaptain” shall in no manner be a party to the same. “MyCaptain” is only facilitating various payment options to you and is not offering the payment by itself in any manner.

- h. You agree that you are solely responsible for all charges that occur through such Third-Party Service Providers and acknowledge and agree to indemnify, defend, and hold harmless “MyCaptain” its licensors, their affiliates, and their respective officers, directors, employees, and agents from any loss arising out of or related to the use of the Platform or any purchases made through the Platform. This obligation will survive your use of the Platform and termination of your Agreement with us. For purposes of the Platform Terms, “Loss” means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties). “MyCaptain” shall not be liable to you for any claims arising out of any act or omission on the part of the Third-Party Service Provider(s) including, but not limited to, any lost, stolen, or incorrectly processed payments. “MyCaptain” expressly disclaims any responsibility and liability for all services provided by the Third-Party Service Provider(s).
- i. Please note that all Subscription payments are collected by “MyCaptain” only through the Platform and not through any third parties (except Third-Party Service Provider(s)). We do not usually authorize any third party (except Third-Party Service Provider(s)) to collect monies on our behalf; however, if we have authorized any third party then such third party will have received a written authorization from “MyCaptain” either by way of any agreement or an authorization letter. Kindly verify with such a third party before you make any payments to them, alternatively, you can always check with us by writing to us at email address provided under the ‘Contact for User Support/Queries’ section below.
- j. Further, “MyCaptain” is solely authorized to offer discounts / offers, if any, on the Subscription/Courses prices. These discounts / offers are communicated on the Platform or via direct communication to you from “MyCaptain” via email, SMS, phone, or such other means of communication, and can be availed only through the Platform, unless otherwise specifically communicated by “MyCaptain”. Other than “MyCaptain”, no person, including without limitation, Content Providers or any third-party platform, are allowed to offer any discounts on the Subscription prices offered on the Platform. “MyCaptain” shall not be liable for any claims arising from such unauthorized discounts / offers offered by any person (including any third- party platform or Content Provider), other than “MyCaptain”.

Types of Courses

MyCaptain offers two types of courses:

1. **MyCaptain Kickstarter Courses & Launchpads:** Single or Bundles of 1 or 2 month long online cohort based programs mentioned on the website of the company
2. **Pro Courses:** 4-6 months long Professional courses mentioned on the website of the company.

Refund Policy

Thank you for buying a course with us. We want to make sure that our customers have an exceptional learning experience online. As with any online purchase experience, the below are the terms and conditions that govern the Refund Policy. When you buy a course on the www.mycaptain.in you agree to our Privacy Policy, Terms of Use and the conditions covered below.

Refund and Rescheduling Policy.

If you choose to enrol in any Course offered by MyCaptain, you agree to be bound by all the terms and conditions below. The terms for refunds and rescheduling are different for Pro Courses and MyCaptain Kickstarter Courses & Launchpads respectively. You are encouraged to view the demo content for the respective Course before choosing to enroll in such Course since MyCaptain shall not be liable to refund any amount on the grounds of dissatisfaction with quality of content, delivery, teaching and other such similar grounds.

MyCaptain Kickstarter Courses & Launchpads Refunds and Rescheduling

1. MyCaptain will not issue refunds for any purchases made on the website and any payment made in order to enroll in any Kickstarter Course or Launchpad is deemed to be final and no claim of refund can be raised under any circumstances unless expressly provided for within this Refund Policy.
2. If you choose to book a slot in any MyCaptain Kickstarter Course by partial payment of a token amount, you shall under no circumstances be entitled to any refund of the same. The outstanding amount for Course enrolment must be paid within 30 days of the partial payment and until the full amount is paid, MyCaptain shall not provide access to the Course. Your seat in the Course however, shall be blocked and kept on hold for the duration of this period. If the full payment is not made within the 30-day period, the token amount shall stand forfeited and you shall not be entitled to any adjustment or refund of the same.

3. If after enrolling into any Kickstarter Course or Launchpad, you are unable to attend the Course before the programs commencement then you may reschedule your Course before the fifth of the respective scheduled month.
4. If the course has commenced, you may request for rescheduling if the mentee/Learner/Candidate has completed less than 20% of the selected course/program. The rescheduling will be subject to the verification done by the support team of the company.

Pro Courses Refunds and Rescheduling

A. Every effort is made so as to service the course(s) purchased as per the specifications and timelines mentioned in the description of the course on the website. If due to any circumstances or limitations from the Company's side, the purchase of the course does not meet your expectations, you may request to cancel the course during the Cancellation Window by writing to us at support@mycaptain.in subject to the satisfaction of conditions set in herewith. If the request is accepted by the Company, such transaction stands canceled, and the amount paid by you shall be refunded in full, subject to any deductions as may be applicable as per the terms and conditions set out in this Refund Policy.

B. The Company shall not be liable to provide any refunds, for any reason including lack of usage, or dissatisfaction with the course/teachers, the request for which is received by the Company after the expiry of the Refund Window. For the avoidance of doubt, the Refund Window shall expire after 5 (Five) calendar days following the purchase of the course and no refund requests received after the expiry of the Refund Window shall be entertained by the Company. With respect to any requests for cancellations and refunds received by the Company after the expiry of the Refund Window, the Company shall have the sole discretion to decide if any refund should be provided to such learner, in whole or in part.

C. To process the refund our team may contact you to verify your details within 5(five) business days from the date of receipt of the request. Therefore, it is mandatory for you to raise your request for a refund from your registered email ID. and phone number only.

D. In case you want to continue with the course after raising a request, you may withdraw the refund request by writing to us at support@mycaptain.in. Such withdrawal request shall be final and you shall not be allowed to re-initiate a new refund request with respect to the same course under any circumstances.

E. You shall receive the refund of the course fee paid by you in the same payment source you used to make the payment to register, within 45 - 60 business days. In case there are any difficulties or errors in processing the payment to your source account, you may be requested to share details of an alternate bank account with requisite documents such as a canceled cheque pertaining to the relevant bank account for verification purposes. In the event you fail to provide the complete details (as may be requested by the Company) of the alternate bank account within 5 (Five) calendar days, upon being requested by the Company in writing, the Company shall not be liable to refund the course fee to you. Post refund the course access will be revoked.

F. Whilst every effort is made to provide you with an excellent learning experience, we reserve the right to withdraw or cancel the refund in any event where we have identified fraudulent activity attributable to the Learner requesting such refund and cancellation. In such circumstances, there shall be no re-attempt of refund made to such Learner.

G. In the event of partial or advance payment, the remitted token amount shall not be subject to refund should full payment not be received within a period of seven (7) days.

H . MyCaptain reserves the right to make additions, deletions, or modifications to the policies on the Service at any time without prior notice. MyCaptain holds the right to cancel a mentee's course in extreme circumstances. These circumstances will only be assessed on a case-by-case scenario.

Conditions -

1. In case a cancellation is requested (Pro courses) within five calendar days from the Date of purchase with a valid reason then the refund shall be processed. Approval for such refunds shall be contingent upon review and authorization by the relevant department. After the conclusion of the cancellation window, the course is considered non-refundable. Please note this is applicable for only Pro Courses, Kickstarter courses are Non-Refundable.
2. Once the course is commenced no refund request shall be entertained even if not a single Live class is attended by the mentee. However, in case of a delivery issue, the mentee shall be eligible for a refund as follows (Only applicable for Pro courses) :
 - From the course start date, in case of any delivery issue within 2 - 4 weeks of class consumption 75% fee for Cancellation will be provided(Excluding GST).
 - Post 4 weeks from the course start date - Not eligible for Cancellation. The cancellation window concludes precisely 4 weeks from the commencement of the course, which aligns with the 5th day of the scheduled month for the respective course.
3. In the event that a mentee is ineligible for cancellation, they have three options -
 - The mentee can temporarily pause the course for a duration of up to three months. It's important to note that in cases of EMI payment, the payment schedule will remain unaffected.
 - The mentee may choose to reschedule their course for the subsequent month.
 - Another available option is to transfer the course to a friend or family member. Please be aware that any arrangements made for the transfer of the course are the sole responsibility of the mentee and MyCaptain assumes no liability in this regard.
4. For any medical concerns or health-related reasons, mentees may exercise the option to either temporarily pause the course or choose to reschedule it, based on their individual preference. (Please be advised that during this period, EMI payments cannot be deferred)

Delivery issues are defined as :

A. You not receiving communication from MyCaptain for your Onboarding, Classes, Projects, etc. In case MyCaptain has reached out to you (over WhatsApp, slack, email, SMS or phone call and you haven't actioned on any recommendation, MyCaptain will not be liable to define this as a “delivery issue”

B. If you are unable to access recordings of a Live Class for more than 7 days. Even after raising the concern via email to - support@mycaptain.in

C. If the MyCaptain platform (app.mycaptain.in) is not working for you and has not been fixed for your usage in spite of you raising support tickets for the same. In case there is a downtime we are to experience, you will be sent communication about the same and this shall not be deemed under “delivery issues”

Dispute Redressal

Any dispute arising out of or in connection with the refund, shall be communicated through written email by the mentees/learners to the company's support team. The company will provide support and will resolve the dispute amicably. However, if the dispute could not be resolved by the support team, the Mentee/Learner can ask the support team to refer the case/dispute to the “Dispute Redressal Committee” or can directly mail at **grievance.redressal@mycaptain.in**. Moreover, the decision of the committee would be final.

It is clarified that the Learner/Mentee can only reach the “Dispute Redressal Committee” after he/she has approached the support team of the Company.

Contact for User Support/Queries

MyCaptain aims to provide a seamless learning experience to the students but if you are not satisfied with course quality or for refund or rescheduling, kindly contact us at support@mycaptain.in for the redressal of the issue from your registered email.

DISCLAIMER :

All refunds and rescheduling will be decided on a case-to-case basis by MyCaptain. The final decision will be taken by the team/committee of MyCaptain dealing with the refund and rescheduling part. No one has a right to seek parity in cases of refund and rescheduling. Any false declaration made by any candidates/mentee while opting for courses will make the candidates/mentee ineligible for services provided by the MyCaptain.