GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

1. GENERAL

1.1 Applicability

These General Terms and Conditions for Training Services ("Terms and Conditions") apply to all training, learning, development, awareness, workshop, webinar, coaching and related services ("Training Services") provided by "**InTIC**" to any individual, organisation, company, institution or other entity ("Client").

These Terms and Conditions, together with the applicable quotation, proposal, registration form, purchase order, statement of work, course confirmation or other document expressly accepted by InTIC ("Engagement Document"), constitute the agreement between InTIC and the Client ("Agreement").

1.2 Acceptance

By:

(a) submitting a training registration;

(b) enrolling a participant;

(c) accepting a quotation or proposal;

(d) issuing a purchase order accepted by InTIC;

(e) confirming a training programme by email; or

(f) instructing InTIC to commence the Training Services,

the Client agrees to be bound by these Terms and Conditions.

1.3 Purchase Orders

Any terms or conditions contained in a Client purchase order or other Client document shall not apply to the Agreement unless expressly accepted in writing by an authorised representative of InTIC.

1.4 Order of Precedence

In the event of inconsistency between the Agreement documents, the following order shall apply unless expressly agreed otherwise:

1. a separately executed agreement signed by both parties;
2. the applicable Statement of Work or Engagement Document;
3. the applicable quotation/proposal;
4. these Terms and Conditions; and
5. the Client's purchase order, solely to the extent expressly accepted by InTIC.

2. DEFINITIONS

For the purposes of these Terms and Conditions:

2.1 "Course"

means a training programme, workshop, webinar, seminar, coaching programme, awareness programme or other learning activity provided by InTIC.

2.2 "Course Fee"

means the fee payable by the Client for the relevant Course or Training Services.

2.3 "Course Commencement Date"

means the date and time on which the Course is scheduled to commence.

2.4 "Delegate" or "Participant"

means the person registered, nominated or authorised by the Client to attend or participate in a Course.

2.5 "Training Materials"

means presentations, manuals, handouts, workbooks, templates, exercises, case studies, recordings, videos, software, digital content and other materials supplied or made available by InTIC in connection with the Course.

2.6 "Trainer"

means an InTIC trainer, consultant, instructor, facilitator, subject-matter expert or other person appointed by InTIC to deliver Training Services.

2.7 "Open Training"

means a Course offered by InTIC for registration by participants from multiple organisations.

2.8 "In-House Training"

means a Course delivered exclusively for the Client's personnel or nominated participants.

2.9 "Virtual Training"

means Training Services delivered through an online platform or other electronic means.

2.10 "Certificate"

means a certificate of attendance, completion, participation, achievement or other document issued by InTIC where applicable.

2.11 "Working Day"

means a day other than a Saturday, Sunday or public holiday applicable at the location of the relevant InTIC office or Training Services.

3. PROVISION OF TRAINING SERVICES

3.1 Standard of Service

InTIC shall provide the Training Services with reasonable care, skill and professional diligence.

3.2 Course Content

InTIC may periodically update, improve or modify Course content, structure, methodology, Trainer, delivery format or Training Materials to reflect changes in industry practice, standards, legislation, technology or professional requirements.

Such changes shall not materially reduce the overall nature or intended learning objectives of the Course.

3.3 Trainer Changes

InTIC may replace a Trainer where reasonably necessary due to illness, availability, business requirements, professional considerations or other circumstances.

Where reasonably practicable, InTIC shall appoint a suitably qualified replacement Trainer.

3.4 Course Format

Training Services may be provided:

- in person;
- at InTIC premises;
- at Client premises;
- at another agreed location;
- online or virtually; or
- through a blended learning format.

The applicable Engagement Document shall specify the agreed format where relevant.

3.5 Subcontractors and Experts

InTIC may use suitably qualified trainers, consultants, subject-matter experts, affiliates or subcontractors to deliver all or part of the Training Services.

InTIC shall remain responsible for the overall delivery of the Training Services in accordance with the Agreement.

4. CLIENT AND PARTICIPANT RESPONSIBILITIES

4.1 Course Suitability

The Client is responsible for ensuring that the selected Course is appropriate for the intended Participants, including their role, experience, knowledge, language proficiency and any stated prerequisites.

4.2 Prerequisites

Where a Course has stated prerequisites, the Client shall ensure that Participants satisfy those prerequisites unless InTIC has agreed otherwise in writing.

4.3 Participant Information

The Client shall provide accurate information required for registration and delivery of the Course, including participant names, contact details and any information reasonably necessary for administration.

4.4 Conduct

Participants shall:

(a) comply with reasonable instructions of the Trainer;

(b) comply with applicable site, health, safety and security rules;

(c) behave professionally and respectfully;

(d) not disrupt the Course or other Participants;

(e) not engage in harassment, discrimination, threatening behaviour or inappropriate conduct; and

(f) comply with applicable laws and policies communicated by InTIC or the Client.

4.5 Virtual Training

For Virtual Training, Participants shall be responsible for ensuring that they have:

- a suitable computer or device;
- reliable internet access;
- the required software or applications;
- appropriate audio/video facilities where required; and
- a suitable environment in which to participate.

InTIC shall not be responsible for failures arising solely from the Participant's equipment, internet connection, network restrictions or incompatible software.

4.6 Access Credentials

Where individual login credentials are provided, they shall be used only by the registered Participant and shall not be shared, transferred, sold or otherwise made available to third parties.

5. COURSE FEES AND PAYMENT

5.1 Fees

Course Fees shall be specified in the applicable quotation, proposal, registration confirmation or other Engagement Document.

5.2 Taxes

Unless expressly stated otherwise, Course Fees are exclusive of applicable taxes, including GST and other statutory charges, which shall be payable by the Client in accordance with applicable law.

5.3 In-House Training

For In-House Training, the agreed fee may include Trainer time, preparation, Training Materials and other agreed services.

Unless expressly included in the quotation, the Client shall be responsible for reasonable travel, accommodation, meals, venue and other agreed expenses.

5.4 Payment Terms

Unless otherwise agreed in writing, invoices shall be payable within **[30] days** from the invoice date.

For certain Courses, InTIC may require payment in advance or before the Course Commencement Date.

5.5 Non-Payment

If payment is not received by the applicable due date, InTIC may:

(a) suspend the Client's participation;

(b) refuse access to the Course;

(c) suspend further Training Services; and/or

(d) charge reasonable interest or collection costs to the extent permitted by applicable law.

5.6 Advance Payment

Where advance payment is required, InTIC may decline to confirm participation or commence Training Services until cleared funds have been received.

6. REGISTRATION AND CONFIRMATION

6.1 Open Courses

Registration for an Open Training Course is subject to availability and shall become confirmed only upon acceptance by InTIC.

6.2 Minimum Participants

InTIC may specify a minimum number of Participants required to conduct a Course.

Where the minimum number is not reached, InTIC may postpone, reschedule or cancel the Course in accordance with Clause 9.

6.3 Maximum Participants

Where a maximum number of Participants applies, InTIC may refuse additional registrations once the maximum capacity has been reached.

6.4 Waiting List

Where applicable, InTIC may maintain a waiting list and offer places if vacancies arise.

7. CANCELLATION, POSTPONEMENT AND DELEGATE SUBSTITUTION

7.1 Cancellation by Client

Unless otherwise stated in the applicable quotation or Course-specific terms, the following cancellation charges shall apply:

Notice received before Course Commencement Date	**Cancellation Fee**
More than 15 Working Days	No cancellation fee / full refund
10–15 Working Days	25% of Course Fee
6–9 Working Days	50% of Course Fee
5 Working Days or less	75% of Course Fee
Non-attendance without cancellation	100% of Course Fee

InTIC may apply different cancellation terms where these are expressly stated in the applicable quotation or registration confirmation.

7.2 Postponement

A Client may request postponement by providing written notice.

Any postponement shall be subject to Trainer, venue and Course availability.

InTIC may charge a rescheduling fee where applicable.

7.3 Delegate Substitution

The Client may request substitution of a registered Delegate before the Course Commencement Date, subject to:

(a) written notice to InTIC;

(b) the substitute Delegate satisfying any Course prerequisites; and

(c) any applicable examination, certification or regulatory requirements.

No substitution shall be permitted where it would conflict with examination, certification or other mandatory requirements.

7.4 Non-Attendance

Failure of a registered Participant to attend the Course shall be treated as a cancellation unless otherwise agreed in writing.

No refund shall ordinarily be due for non-attendance after the applicable cancellation deadline.

8. CUSTOMISED AND IN-HOUSE TRAINING

8.1 Scope

For customised or In-House Training, the scope, learning objectives, duration, number of Participants, location, delivery format, Training Materials, Trainer requirements and fees shall be agreed in the applicable Statement of Work or quotation.

8.2 Client Inputs

The Client shall provide InTIC with information reasonably required to customise the Course.

8.3 Additional Work

Requests for substantial changes to the agreed Course content, additional modules, additional delivery days, additional Participants or other material changes may result in additional fees.

8.4 Client-Supplied Materials

Where the Client provides materials, data, documents or intellectual property for use in a customised Course, the Client warrants that it has the right to provide such materials and authorises InTIC to use them for the agreed Training Services.

8.5 Client Premises

Where Training is conducted at Client premises, the Client shall provide:

- suitable training facilities;
- required equipment;
- reasonable access;
- appropriate health and safety arrangements;
- suitable internet connectivity where required; and
- any other resources expressly agreed.

9. CANCELLATION OR CHANGES BY INTIC

9.1 Course Cancellation

InTIC may cancel or postpone a Course where reasonably necessary, including due to:

(a) insufficient enrolment;

(b) Trainer unavailability;

(c) venue or technology failure;

(d) government restrictions;

(e) health, safety or security concerns;

(f) force majeure; or

(g) other circumstances outside InTIC's reasonable control.

9.2 Notice

InTIC shall endeavour to provide reasonable notice of cancellation or postponement.

9.3 Client Options

Where InTIC cancels a Course and the Client has already paid the Course Fee, InTIC shall, at its option:

(a) transfer the Client to the next available Course;

(b) offer an alternative mutually agreed date; or

(c) provide a refund of the Course Fee paid for the cancelled Course.

9.4 Liability for Cancellation

Subject to applicable law, InTIC shall not be liable for consequential or other losses incurred by the Client as a result of a Course cancellation or postponement beyond the refund or credit expressly provided under this Clause.

10. CERTIFICATES AND ASSESSMENTS

10.1 Certificates

Where applicable, InTIC may issue a Certificate to Participants who satisfy the applicable attendance, participation, examination or assessment requirements.

10.2 Attendance

Unless otherwise stated, Participants must attend the required proportion of the Course to qualify for a Certificate.

10.3 Examination

Where a Course includes an examination or assessment, the Participant must comply with the applicable examination rules.

10.4 Certificate Does Not Constitute Certification

Unless expressly stated otherwise, a Certificate issued by InTIC confirms only the Participant's attendance, completion or achievement of the specified Course requirements.

It shall not be interpreted as:

(a) certification of the Participant's employer;

(b) product certification;

(c) management-system certification;

(d) regulatory approval; or

(e) a guarantee of professional competence beyond the Course requirements.

10.5 Re-Issue of Certificates

Requests for replacement or re-issued Certificates may be subject to an administrative fee.

11. TRAINING MATERIALS AND INTELLECTUAL PROPERTY

11.1 Ownership

All intellectual property rights in Training Materials developed or supplied by InTIC remain the property of InTIC or the relevant third-party rights holder unless expressly agreed otherwise in writing.

11.2 Permitted Use

Subject to payment of the applicable Course Fee, the Client and Participants may use the Training Materials solely for their personal or internal learning purposes in connection with the Course.

11.3 Restrictions

Unless expressly authorised in writing, the Client and Participants shall not:

(a) reproduce Training Materials;

(b) distribute, sell, licence or commercially exploit Training Materials;

(c) upload Training Materials to public websites or file-sharing platforms;

(d) provide Training Materials to persons who did not attend the Course;

(e) modify Training Materials for commercial use; or

(f) use InTIC's materials to conduct competing training programmes.

11.4 Recording

No Participant or Client may audio-record, video-record, photograph, screen-capture or otherwise reproduce the Course or Trainer without InTIC's prior written consent.

11.5 Third-Party Materials

Where Training Materials contain third-party intellectual property, such materials remain subject to the relevant third party's rights and conditions.

12. ONLINE TRAINING AND DIGITAL CONTENT

12.1 Online Platforms

InTIC may use third-party platforms for Virtual Training and online learning.

12.2 Platform Availability

InTIC shall take reasonable steps to provide access to the online platform but does not guarantee uninterrupted or error-free availability where the platform is operated by a third party.

12.3 Access Credentials

Participants shall keep login credentials confidential and shall not share them with other persons.

12.4 Digital Content

Digital Training Materials shall be used only by the registered Participant or Client for the agreed purpose.

12.5 Unauthorised Distribution

Unauthorised recording, copying, downloading, sharing or distribution of digital Training Materials may constitute a breach of the Agreement and applicable intellectual property laws.

13. CONFIDENTIALITY

13.1 Confidential Information

“Confidential Information” means non-public information disclosed by one party to the other in connection with the Training Services, including business, commercial, technical, operational, financial and personal information.

13.2 Exclusions

Confidential Information does not include information that:

(a) is publicly available other than through a breach of confidentiality;

(b) was lawfully known to the receiving party before disclosure;

(c) is lawfully received from a third party without a confidentiality obligation; or

(d) is independently developed without use of the other party's Confidential Information.

13.3 Use and Disclosure

Each party shall use Confidential Information only for purposes connected with the Agreement and shall not disclose it to third parties except:

(a) with the other party's consent;

(b) to personnel, professional advisers or service providers who have a legitimate need to know;

(c) where required by law, court order or regulatory authority; or

(d) where otherwise permitted under the Agreement.

13.4 Survival

The confidentiality obligations shall survive completion or termination of the Agreement for **[five (5) years]**, or such longer period as required by applicable law.

14. DATA PROTECTION AND PERSONAL INFORMATION

14.1 Compliance

Each party shall comply with applicable data protection and privacy laws in relation to personal information processed in connection with the Training Services.

14.2 Participant Information

InTIC may collect and process Participant information for purposes including:

- registration and enrolment;
- attendance management;
- Course administration;
- communication;
- examination and assessment;
- Certificate issuance;
- invoicing and payment;
- feedback and quality improvement;
- compliance with legal or contractual obligations; and
- other purposes disclosed to the Client or Participant.

14.3 Client Responsibility

The Client shall ensure that it has an appropriate legal basis and any required notices, consents or authorisations for personal information provided to InTIC.

14.4 Service Providers

InTIC may use service providers for hosting, registration, payment processing, online training, communications, examinations, learning management systems and other services supporting the Training Services.

14.5 Data Protection Agreement

Where InTIC processes personal information as a processor on behalf of the Client, the parties shall enter into additional data-processing terms where required by applicable law.

14.6 Privacy Notice

InTIC's processing of personal information shall also be subject to its applicable Privacy Statement, as made available on the InTIC website or otherwise provided to Participants.

15. PARTICIPANT FEEDBACK AND RECORDINGS

15.1 Feedback

InTIC may request Participant feedback for the purpose of evaluating and improving Training Services.

15.2 Training Recordings

Where InTIC records a Virtual Training session, InTIC shall provide appropriate notice to Participants and use the recording only for the purposes communicated at or before the recording, subject to applicable law.

15.3 Participant Contributions

Participants may contribute questions, comments, examples or other information during training. Participants should avoid disclosing confidential, sensitive or proprietary information unless necessary and authorised.

16. LIABILITY

16.1 Standard of Care

InTIC shall provide the Training Services with reasonable care and professional skill.

16.2 Limitation

Subject to applicable law, InTIC's aggregate liability arising out of or in connection with the Training Services shall not exceed the amount of the Course Fee actually paid for the specific Course giving rise to the claim.

16.3 Excluded Losses

To the maximum extent permitted by law, InTIC shall not be liable for:

(a) loss of profit;

(b) loss of revenue;

(c) loss of business opportunity;

(d) loss of contracts;

(e) loss of anticipated savings;

(f) loss of goodwill or reputation;

(g) business interruption;

(h) loss of data except to the extent directly caused by InTIC's proven breach of applicable law; or

(i) indirect, special, incidental or consequential loss.

16.4 Participant Outcomes

InTIC does not guarantee that a Participant will:

(a) pass an examination;

(b) achieve a particular career or business outcome;

(c) obtain employment or promotion;

(d) achieve regulatory approval;

(e) achieve certification by another organisation; or

(f) achieve any particular financial or commercial result as a consequence of attending the Course.

16.5 Client Responsibility

The Client and Participant remain responsible for decisions and actions taken based on knowledge or information obtained during the Course.

16.6 Non-Excludable Liability

Nothing in these Terms and Conditions excludes or limits liability to the extent that such exclusion or limitation is prohibited by applicable law, including liability arising from fraud or death or personal injury caused by negligence.

17. CLAIMS

17.1 Notice

The Client shall notify InTIC in writing of any claim relating to the Training Services as soon as reasonably practicable after becoming aware of the circumstances giving rise to the claim.

17.2 Claim Period

Subject to mandatory statutory limitation periods, any contractual claim against InTIC relating to the Training Services shall be brought within **[12 months]** from the date of completion of the relevant Course.

18. SUSPENSION AND TERMINATION

18.1 Suspension by InTIC

InTIC may suspend or terminate a Participant's access to Training Services where:

(a) the Client fails to pay amounts due;

(b) the Participant engages in serious misconduct;

(c) the Participant breaches Course rules;

(d) the Participant infringes InTIC's intellectual property rights;

(e) the Participant compromises the security of an online learning platform; or

(f) continuation of the Training Services would create an unacceptable legal, safety or operational risk.

18.2 Client Breach

InTIC may suspend or terminate the Agreement if the Client materially breaches its obligations and fails to remedy the breach within **[10] days** after receiving written notice, where the breach is capable of remedy.

18.3 Insolvency

InTIC may terminate or suspend Training Services where the Client becomes insolvent, enters liquidation, ceases business, makes an arrangement with creditors or becomes subject to similar proceedings, to the extent permitted by applicable law.

19. FORCE MAJEURE

19.1 Events Beyond Control

Neither party shall be liable for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control.

Such circumstances may include:

- natural disasters;
- fire or major accidents;

- epidemic or pandemic;
- war or terrorism;
- civil unrest;
- governmental restrictions;
- strikes;
- significant technology or telecommunications failures;
- major cyber incidents;
- transportation disruption;
- power failure; or
- other events beyond reasonable control.

19.2 Rescheduling

Where a Force Majeure event affects a Course, InTIC may reschedule or change the delivery format where reasonably practicable.

19.3 Refund

Where InTIC cancels a Course due to Force Majeure and is unable to provide a reasonable alternative, InTIC shall refund the Course Fee actually paid for the cancelled Course, subject to the applicable Engagement Document.

20. NON-SOLICITATION

During the provision of Training Services and for **[12 months]** thereafter, the Client shall not knowingly solicit for employment any InTIC employee or Trainer who was directly involved in providing the Training Services, except through general recruitment advertisements not specifically targeted at such individual.

This restriction shall apply to the extent permitted by applicable law.

21. USE OF INTIC NAME AND TRADEMARKS

21.1 No Unauthorised Use

The Client and Participants shall not use InTIC's name, logo, trademarks, certification marks or other intellectual property for advertising, marketing, endorsement or promotional purposes without prior written permission.

21.2 Course Claims

The Client and Participants shall not represent attendance at an InTIC Course as an endorsement, certification, accreditation or regulatory approval unless expressly stated by InTIC.

22. COMPLIANCE AND ETHICAL CONDUCT

22.1 Legal Compliance

Each party shall comply with applicable laws and regulations relating to its obligations under the Agreement.

22.2 Anti-Bribery

Neither party shall offer, promise, give, request or accept any improper payment, benefit or inducement in connection with the Training Services.

22.3 Professional Conduct

InTIC may refuse or terminate participation where conduct is inconsistent with applicable law, safety requirements, professional standards or InTIC's reasonable code of conduct.

23. INTELLECTUAL PROPERTY PROVIDED BY THE CLIENT

23.1 The Client retains ownership of materials and information supplied by it.

23.2 The Client grants InTIC a non-exclusive, limited right to use Client-provided materials solely for the purpose of preparing and delivering the agreed Training Services.

23.3 The Client warrants that it has the necessary rights and permissions to provide such materials to InTIC.

24. MISCELLANEOUS

24.1 Severability

If any provision of these Terms and Conditions is determined to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

24.2 No Waiver

Failure by either party to exercise a right under the Agreement shall not constitute a waiver of that right.

24.3 Assignment

The Client shall not assign or transfer the Agreement without InTIC's prior written consent, except where permitted under applicable law.

InTIC may assign the Agreement to an affiliate or successor as part of a corporate restructuring, merger, acquisition or transfer of business.

24.4 Entire Agreement

The Agreement constitutes the entire agreement between the parties concerning the Training Services and supersedes prior discussions, correspondence and understandings relating to the same subject matter.

24.5 Amendments

Any amendment to these Terms and Conditions or the applicable Engagement Document shall be effective only when agreed in writing by authorised representatives of the parties.

25. NOTICES

Formal notices under the Agreement shall be provided in writing by email, courier, registered post or other agreed communication method to the addresses specified in the applicable Engagement Document.

InTIC's contact details shall be:

InTIC
Address: S-4, Vijaypark Commercial Complex, G. B. Road, Kasarvadavli, Thane 400615, India
Email: training@intic.co.in

26. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of **India**, unless otherwise expressly agreed in writing.

27. DISPUTE RESOLUTION

27.1 Good-Faith Resolution

The parties shall first attempt in good faith to resolve any dispute through discussions between their authorised representatives.

27.2 Arbitration

If the dispute cannot be resolved within **thirty (30) days** after written notice of the dispute, either party may refer the dispute to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

27.3 Arbitrator

The dispute shall be determined by **[a sole arbitrator / three arbitrators]** appointed in accordance with applicable law.

27.4 Seat

The seat and legal place of arbitration shall be **[Mumbai, Maharashtra, India]**.

27.5 Language

The language of arbitration shall be English.

27.6 Courts

Subject to the arbitration provisions above, the courts at **[Mumbai, Maharashtra, India]** shall have jurisdiction in relation to matters arising from the Agreement, including applications for interim relief and enforcement of arbitral awards, to the extent permitted by applicable law.

28. CLIENT ACKNOWLEDGEMENT

By registering for, purchasing or instructing InTIC to provide Training Services, the Client acknowledges that:

1. it has read and accepted these Terms and Conditions;
2. it has selected the Course based on its own assessment of suitability;
3. it understands any applicable Course prerequisites;
4. it understands that successful completion or attendance does not guarantee employment, promotion, certification, regulatory approval or any particular commercial outcome;
5. it accepts responsibility for ensuring that Participants comply with these Terms and Conditions;
6. it shall pay all applicable fees and taxes in accordance with the Agreement; and
7. it agrees that the Training Services shall be governed by these Terms and Conditions together with the applicable Engagement Document.