

Terms of Use

Terms stated below apply to all visitors, users, & others who access or use the services of this website. By accessing or using the services, you agree to be bound by these Terms. If you disagree with any part of the terms, then legally you are not allowed to access the services provided by E-GYAN LEARNING PRIVATE LIMITED

The terms can be altered, updated, and posted anytime without prior intimation. Visitors and users are bound by updated terms and it is their responsibility to visit the site frequently to keep updated of changes, if any. Once terms of updated and posted on site, they become effective immediately. However, this agreement does not alter in any way the terms and conditions of any other written agreement you may have with E-GYAN LEARNING PVT LTD.

If you do not agree, you are advised to leave this website and not associate with E-GYAN LEARNING PVT LTD in any capacity, whatsoever.

E-GYAN LEARNING PVT LTD is in the occupation of designing course modules for various competitive exams, training material and supplies these modules to those interested in setting up franchisee to prepare and train students. E-GYAN LEARNING PVT LTD grants Franchise to the Franchisee to conduct, manage and operate the Said Course Material as per the terms and conditions contained herein.

E-GYAN LEARNING PVT LTD assumes that Franchisee is a company/ firm / organization, existing legally and has all requisite powers and authority to enter into this agreement with the Franchiser, i.e. E-GYAN LEARNING PVT LTD as per our terms and conditions.

Those seeking franchisee are allowed to use study and course material only after getting a written approval from E-GYAN LEARNING PVT LTD for professional business purposes and provide professional training to students at their institute based on the syllabus provided for the said course by franchiser.

Application for franchisee will be approved on satisfactory completion of formalities like verification of documents, and other important personal discussions. Franchisee applying for it will be requested to furnish the scanned copies of documents as per rules via email or courier. The E-GYAN LEARNING PVT LTD shall approve the franchisee on satisfactory observation of uploaded documents and all the features of the online web portal shall be made available for further use to the franchisee.

The E-GYAN LEARNING PVT LTD has adopted online procedure for its conduct of business to save papers and offers to enter into online agreement with users. The agreement contains all the terms and conditions of its business which franchisee is expected to read carefully and often return for updates.

The Franchisee is not allowed to enter into or carry out similar business or the like with competitors or otherwise after signing the documents and entering into agreement with E-GYAN LEARNING PVT LTD for that particular course.

The Franchiser allows the Franchisee to select and pick some or all modules from the course material designed and developed by Franchiser in order to admit students for the selected courses; it is for the franchisee to decide and charge for tutelage as he deems fit.

It is the sole responsibility of franchisee to decide and charge the fee from students to be retained by him; also the franchisee is required to pay the taxes on such amount collected from students as per Indian Laws. E-GYAN LEARNING PVT LTD will not be responsible to make a refund, for any collected fee and /or taxes, applicable to the franchisee in any condition.

The Franchisee shall be solely responsible (whether it is required to specify the requirement of infrastructure, software, hardware, staff, tools, etc.) towards conducting and sharing of the said course material with its students. It is responsibility of franchisee to purchase/lend and maintain the requirements at its own cost. E-GYAN LEARNING PVT LTD will not bear any cost for the same, whatsoever.

E-GYAN LEARNING PVT LTD offers many courses for students and franchisee business. It is for the Franchisee to decide and choose which among these courses they wish to introduce and conduct in their own institute. Franchisee is allowed to pick only those courses for which they have the required infrastructure in terms of software, hardware, trainers etc. At the same time franchisee is not allowed to choose identical courses affiliated to other institute if they are in direct competition with what they have applied for in E-GYAN LEARNING PVT LTD.

The Franchisee will keep providing the said course material within purview of this agreement through their outlets exclusively and will not enter into direct agreements with any other service providers, aggregators, distributors or any similar entity in India or abroad for this purpose, for the duration of this agreement.

Franchisee is free to decide and choose courses they wish to undertake designed by E-GYAN LEARNING PVT LTD. The Franchisee is free to undertake, conduct any other courses along with E-GYAN LEARNING PVT LTD subject to availability of required Infrastructure, qualified staff, tools, hardware, software, etc...

The intellectual property rights in the said course material and the name E-GYAN LEARNING PVT LTD shall rest with the franchisor and the franchisee will not be entitled to amend or alter anything. The franchisee shall only act as a distributor of the said course material provided by the franchisor i.e. E-GYAN LEARNING PVT LTD

The syllabus for each course shall be prescribed by E-GYAN LEARNING PVT LTD; whereas infrastructure & trainers required for imparting the courses have to be arranged and maintained by the Franchisee at their own cost.

The franchisee shall not give any exaggerated or false commitment or information with regard to E-GYAN LEARNING PVT LTD to any student. The Franchisee will be solely responsible for any such act or consequence of the same, E-GYAN LEARNING PVT LTD takes no responsibility of such unlawful manipulative act.

The franchise shall be responsible for completing the syllabus and training of the student, failing which, franchisee is solely responsible for all the losses caused owing to noncompliance.

It is for the franchisee to decide the fee structure for each course. E-GYAN LEARNING PVT LTD advises and expects from franchisee to charge fair for the courses. E-GYAN LEARNING PVT LTD will not interfere or intervene in this matter. This amount collected by way of fee by franchisee will be considered as income of the franchisee. E-GYAN LEARNING PVT LTD will charge the Website Management Fee, and Examination fee on per student basis.

It is expected that the best services and trainings shall be provided to the student in order to maintain the brand value of the E-GYAN LEARNING PVT LTD in all respect.

In case of refund of fees to the student for any reason, the Franchisee shall alone be responsible for the same.

The Franchisee warrants to and shall keep all information exchanged with the franchisor of confidential nature in whatever form as strictly confidential and shall not disclose it to third parties, without prior written consent of the franchisor during the term of this agreement.

The franchisor, i.e. E-GYAN LEARNING PVT LTD shall not be liable in any way to any third party for any incidental, special, indirect or consequential damages arising out of or relating to this agreement. The franchisee shall be solely responsible for any distribution, dissemination and sharing of the course material under this agreement.

During the course and training, franchisee shall provide information regarding practical knowledge and shall encourage students to set up their own business.

The franchisee shall be responsible for admission and registration of the student.

It is the franchisee's responsibility to give training to students enrolled with them.

The franchisee is given all the facilities on E-GYAN LEARNING PVT LTD official website login, related to registration of the student for conducting exams, etc.

The parties to this agreement shall conduct their business at all times in accordance with the applicable status, regulations, notification etc. issued by the government or any statutory authority.

The Franchisee is responsible for providing correct data of students enrolled with their institute to the E-GYAN LEARNING PVT LTD. The Franchisee is solely responsible for consequences or loss of having provided wrong data of the students knowingly or unknowingly.

The Franchisee shall verify photographs of each and every student. The students' data and photograph will be printed on the Certificate issued by E-GYAN LEARNING PVT LTD. E-GYAN LEARNING PVT LTD will also print the Photo ID Number if provided by franchisee.

The Franchisee is authorized to use E-GYAN LEARNING PVT LTD as a brand name for marketing the courses. The endeavor shall be made by the franchisee that the brand name is not used to mislead anyone on account of E-GYAN LEARNING PVT LTD, and that its brand image shall not be affected adversely in any way.

The E-GYAN LEARNING PVT LTD shall charge nominal examination fee which includes student registration process, fees management system, online examination, paper based examination, offline or practical examination and other such services. Towards E-GYAN LEARNING PVT LTD Payment - the Franchisee may charge the fees from students only to the extent to which the amount has to be paid to E-GYAN LEARNING PVT LTD or the said fee may be borne by franchisee out of the course fee collected by him. In any case, the liability of E-GYAN LEARNING PVT LTD is limited to the maximum extent of amount collected.

The Franchisee is bound to deposit a bulk amount in Wallet, available in the E-GYAN LEARNING PVT LTD Franchisee Login. The said amount can be only utilized to avail services from E-GYAN LEARNING PVT LTD by the franchisee itself and won't be refunded under any circumstances. In some instances, the amount is auto debited from wallet based on the use of services.

On the basis of online available data, information or data provided by the franchisee in any other format, clearly understood by franchisor, E-GYAN LEARNING PVT LTD Certificate is prepared and sent on the registered address of the franchisee by speed post at the earliest.

The Franchisee shall intimate E-GYAN LEARNING PVT LTD in the eventuality of changes in postal or email address.

In case the franchisee wants to discontinue for any reason whatsoever, or wishes to terminate contract, they are obliged to communicate the same to the E-GYAN LEARNING PVT LTD by way of letter or Email; in the absence of which it is considered that Franchisee is active and operating.

The E-GYAN LEARNING PVT LTD does not make any business commitment, job commitment, payment guarantee, marketing commitment to any student. If the Franchisee makes any such claims or promise he shall be solely responsible for it and consequences arising thereof.

It is compulsory for franchisee to conduct student's examination through the system and facilities provided by E-GYAN LEARNING PVT LTD; if student fails in the examination, the Franchisee reserves the right to conduct the re-examination. The Franchisee shall submit data only in respect of the student who have cleared the examination. The franchisee shall provide training to the students who have failed in the examination and shall help and guide them to clear in the examination.

It is assumed by E-GYAN LEARNING PVT LTD that the franchisee shall not indulge in any malpractice for passing the students. It is harmful for the image of the Franchisee as well as the E-GYAN LEARNING PVT LTD.

The franchisee shall take required initiative for securing jobs or guide students to start business, if they seek, as per capability and eligibility of student. Franchisee shall not commit for any job or business success.

To help franchisee in better way, Franchisor reserves the right to use the Login Panel of Franchisee and perform necessary changes, without any pre-permission of franchisee.

All information regarding E-GYAN LEARNING PVT LTD has been published and updated from time to time on the official website of E-GYAN LEARNING PVT LTD. Franchisee is required to provide all the information about E-GYAN LEARNING PVT LTD to student before admitting them for any course and insist they go through the official website of E-GYAN LEARNING PVT LTD.

The Certificate issued by the E-GYAN LEARNING PVT LTD can be validated and verified through the number printed on the Certificate on the official website.

The Examination shall be conducted and certificate will be issued only for those students who have enrolled in the E-GYAN LEARNING PVT LTD course.

The students who have taken admission at franchisee outlet for courses other than E-GYAN LEARNING PVT LTD courses, and have registered themselves on the website of E-GYAN LEARNING PVT LTD for NON-E-GYAN LEARNING PVT LTD Courses, can also have their own login ID and browse the details. This is a free service provided by E-GYAN LEARNING PVT LTD to its students.

The E-GYAN LEARNING PVT LTD reserves right to send SMS, EMAIL or Communicate through any other way, at any time related to course matter. The Franchisee must take an acceptance for this commitment from students at the time of admission.

The E-GYAN LEARNING PVT LTD shall forward the certificate of students to the Franchisee, and Franchisee in turn shall be responsible for handing it over to the students. The Franchisee shall also provide postal charges to the E-GYAN LEARNING PVT LTD.

The E-GYAN LEARNING PVT LTD has adopted online examination method and can conduct exam throughout the year.

The E-GYAN LEARNING PVT LTD has secured its data by taking backup. However, E-GYAN LEARNING PVT LTD is not responsible for any damage to the data. The Franchisee is requested to keep all the data with them in any other format they deem suitable, which can be easily accessed by them.

The Franchisee shall buy the best, high speed internet connection from reliable service provider at his own cost to provide best education and training to students without obstacles and hindrance.

Notwithstanding anything contained herein, the franchisor shall be entitled to terminate this agreement, with immediate effect upon happening of any breach or violation of any of the terms and conditions of this agreement by the franchisee without prior notification.

Any dispute, controversy, or claim arising out of or relating to this agreement or the breach termination or the invalidity thereof, shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Award of the Arbitral Tribunal shall be final, conclusive and binding upon the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.

In case of any change in the terms and conditions due to change in the circumstances shall be considered as by default.

The E-GYAN LEARNING PVT LTD is neither running any government scheme nor taking any government grant. E-GYAN LEARNING PVT LTD is a self-dependent, self-organized organization in the business of designing courses for students. The E-GYAN LEARNING PVT LTD does not take responsibility that the certificate issued by it shall be accepted by any government organizations or business organization. The aim of the E-GYAN LEARNING PVT LTD is to relevant proper training to the students with the help of franchisee network. The E-GYAN LEARNING PVT LTD issues the certificate as well as mark sheet for some courses.

BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.