

GLOBAL TRAINERS ACADEMY

by Viztar International Pvt. Ltd

4. Privacy Statement

- ▶ Global Trainers Academy is for Trainers, Coaches, Educators, Corporates, Individuals & Solopreneurs. While providing services and related services to its Patrons, non-profit organizations, individuals, students, program affiliates, and governmental Trainer (“Trainer”), Global Trainers Academy will receive and have access to personal data of individual Learners to whom Trainer grant access (“Learners”). For this privacy statement, Trainers are data controllers and Global Trainers Academy is a data processor. Global Trainers Academy’s processing of Learner data and the security measures implemented to protect such data are detailed in and governed by a written agreement between Global Trainers Academy and each of its Trainers.
 - ▶ As a data processor, Global Trainers Academy will access, store and use the personal data of individual Learners solely to provide the GTA - Corporate services to its Trainer and will process the data as instructed by its Learner.
 - ▶ As data controllers, Trainers decide which of their employees or other authorized personnel are given access to the GTA – Courses.
 - ▶ Global Trainers Academy has no direct relationship with individual Learners, who should contact the Trainer for assistance with any requests or questions relating to the processing of their personal information.
 - ▶ Any other offerings are available at www.globaltrainersacademy.live for which the Global Trainers Academy Privacy Policy is applicable. A Learner may already have an account with Global Trainers Academy to access (GTA’s) platform for learning and development content, Webinars & Broadcast and data processed as a result of the use of the Global Trainers Academy platform from a Learner account is governed by the Global Trainers Academy Privacy Policy.
 - ▶ In the event where the Global Trainers Academy makes any material changes to how it processes Learner data to provide its services to Learner, it will notify Learner.
- Global Trainers Academy for Business Privacy Statement
 - Information about Learners collected and stored by Global Trainers Academy
 - Purpose of Learner Data Processing
 - Cookies and Other Tracking Technologies
 - Sharing Learner Information with Sub-Processors
 - Processing of Learner Data outside of the EEA

▶ 1. Information about Learners collected and stored by Global Trainers Academy

▶ When a Learner is given access to the GTA a Learner may set up an individual Learner account and Global Trainers Academy will collect information provided by the Learner or the Administrator. The Trainer can access the type of data requested to create an account, which may include the following:

- first name, last name, and email address required
- photo, areas of interest, job skills, social media links, and role (optionally provided by Learner or Learners)
- other personal data, as allowed by the Learner

▶ A unique identifying number is assigned by Global Trainers Academy upon the creation of a Learner account.

▶ Individual Learner account information may be public, the information is searchable via search engines and viewable by anyone, including by other Learners and the Learner.

▶ Trainers may select to integrate with GTA- Corporates a Single Sign-On (SSO) identity provider to enable Learners to log in to GTA-Corporates. Learner accounts without the need to disclose passwords to Global Trainers Academy.

▶ At the option of the Learner, the GTA -Corporates service may enable Administrators and Learners to interact with others, including with instructors, teaching assistants, other students, and the Learner, by posting testimonials on a course, sending messages to or chatting with others, posting questions or answers, or posting other content through the **“Bridge Connect”** which is an exclusive developed communication and broadcast product. Such public or shared content may be stored by Global Trainers Academy and may be publicly available or viewable by others (Check Terms & Conditions of Bridge application), including Administrators, Learners, or instructors and teaching assistants, depending on where such content is posted.

- ▶ Global Trainers Academy stores information relating to the activities of Learners as they use and interact with the GTA, such as courses enrolled in and viewed (and information relating to these courses); interactions with instructors, teaching assistants, Administrators, and other Learners; and progress within a course; as well as answers, essays and other items submitted by Learners to satisfy the course requirements. This information is linked to a Learner's unique account ID and is shared with Trainer via the Trainer Account reporting tools or upon request of the Learner. (as of now it is work in progress)
- ▶ ***The GTA- Corporates service enables Learners to contact the Global Trainers Academy Support Team for assistance or to report a problem, concern, potential abuse, or other issues regarding the GTA or other Learners. Global Trainers Academy may collect and store the Learner's name, email address as the Learner's activity on the Global Trainers Academy platform, and communications with the Global Trainers Academy help desk team. Global Trainers Academy may request additional information from Learners to resolve any issue reported by a Learner or by another Learner.***
- ▶ When a Learner uses the GTA, Global Trainers Academy collects and stores certain information by automated means: Technical information about the Learner's computer or wireless devices, such as IP address, operating system type and version, unique device ID, browser, browser language, domain, and other operating systems or platform information. This information is collected through the use of server log files and tracking technologies, such as (i) cookies, which are small files that websites send to a computer or wireless device to uniquely identify a browser or mobile device or to store information in a browser setting; and (ii) other tracking technologies (see below for more detailed information).
- ▶ IP addresses received from browsers or devices of Learners may be used to determine the approximate location of Learners.
- ▶ If a Trainer makes purchases via credit card, Global Trainers Academy collects certain data about the purchase (a) your name, b) email address, c) gender, d) age, e) PIN code, f) credit card or debit card details i) occupation, interests, and the like. The Information as supplied by the Learners enables us to improve our sites and provide you the most Learner-friendly experience. As necessary to process the order Trainer must provides certain payment and billing data directly to Global Trainers Academy's payment processing partners, including name, bank account details for payout purpose, billing address, and zip code. For security, Global Trainers Academy **does not collect** or store sensitive cardholder data, such as full credit card numbers or card authentication data.
- ▶ **2. Purpose of Learner Data Processing and Retention Period**
- ▶ Global Trainers Academy processes the information collected about Learners and Administrators to provide the GTA specifically:
 - ▶ Providing, administering, and facilitating access to the GTA, for Trainer and Learners, and managing Trainer or Learner account preferences
 - ▶ Fulfilling Learner's instructions concerning personal data of Learners
 - ▶ Displaying and sending via email notifications to Learners for:
 - ▶ Responding to Learner questions or concerns

- ▶ Making notifications to Learners at the request of the Learner
- ▶ Sending Learners administrative messages and information, including confirmation of account creation, course enrolment, course progress, and notifications of responses from instructions to Learner questions.
- ▶ Providing information to Learners about courses available to Learners, available and new GTA- Course service features; personalized course recommendations, which Learners can opt-out of at any time
- ▶ Sending push notifications to use wireless devices to provide updates and other relevant messages, can be managed from the “options” or “settings” page for the mobile application.
- ▶ Enabling communications among Learners and instructors or teaching assistants
- ▶ Soliciting feedback to improve GTA-Courses Learner experience
- ▶ Resolving Learner support requests or claims
- ▶ **Email Preferences**
- ▶ Learners can individually opt-out of receiving non-transactional emails by: (i) following the unsubscribe instructions provided in the email communication; or (ii) managing Learner account email preferences. A Trainer can also instruct Global Trainers Academy to configure email preference settings for all Learners of a Learner.
- ▶ **Retention of Personal Data**
- ▶ Global Trainers Academy will retain the data of Learners for as long as instructed by the Learner. Global Trainers Academy will delete certain or all personal data relating to Learners upon request of the Learner. Global Trainers Academy may retain aggregated or anonymized data as set forth below.
- ▶ **Use of aggregated data**
- ▶ Besides, Learner data is aggregated with other Global Trainers Academy platform Learner data to enable Global Trainers Academy to improve its products and services and develop new products and services, including:
 - ▶ Reviewing and analyzing Learner browser and wireless device technical information
 - ▶ Reviewing Learner activity across Global Trainers Academy platform (for example, Global Trainers Academy analyses trends and Learner traffic and usage information to identify which courses are most popular)
 - ▶ Facilitating the technical functioning of the Global Trainers Academy marketplace, including troubleshooting and resolving issues, securing the GTA- services and preventing fraud and abuse.
 - ▶ Developing a personalized course content recommendation engine
- ▶ When Learner Data is used for the above purposes, it is aggregated and/or anonymized so that no personal data of Learners is processed.

3. Cookies and Other Tracking Technologies

- ▶ Like many online platforms, Global Trainers Academy and its analytics vendors use server log files and automated data collection tools, such as browser cookies, pixel tags, scripts, and web beacons. These tools are used for analytics purposes to enable Global Trainers Academy to understand how Learners interact with Global Trainers Academy and its analytics vendors may tie the information gathered by these means to the unique account ID of Learners.
- ▶ Cookies are small text files placed onto a computer or device while browsing the Internet. Cookies are used to collect, store, and share bits of information about Learner activities. Global Trainers Academy uses both session cookies and persistent cookies.
- ▶ A session cookie is used to identify a particular visit to the GTA and collect information about interaction with the GTA- Corporate service. These cookies expire after a short time, or when the Learner closes their web browser after using the Global Trainers Academy uses these cookies to identify a Learner during a single browsing session, such as when you log into the GTA. This helps Global Trainers Academy improve the GTA as well as improve the Learners' browsing experience.
- ▶ A persistent cookie will remain on a Learner's device for a set period specified in the cookie. Global Trainers Academy uses these cookies to identify and recognize a specific Learner over a longer period. They allow Global Trainers Academy to:
 - Analyze the usage of the GTA (e.g. what links Learners click on) to improve our GTA-Corporate offerings.
 - Test different versions of the GTA to see which particular features or content Learners prefer to optimize the GTA.
 - Provide more personalized experience to Learners with more relevant content and course recommendations and
 - Allow Learners to more easily log in to use the GTA
- ▶ Persistent cookies include:
 - Preferences cookies to remember information about a Learner's browser and settings preferences, such as preferred language. Preference cookies make the Learner experience more functional and customized.
 - Authentication and security cookies to enable a Learner to log in or stay logged in and access the GTA, to protect Learner accounts against fraudulent log-ins by others, and help detect, fight, and protect against abuse or unauthorized usage of Learner accounts.
 - Functional cookies to make the experience of using the GTA better, like remembering the sound volume level selected by the Learner.
- ▶ Global Trainers Academy uses tracking technology to (i) determine if a certain page was visited (e.g. the landing page of an advertisement for GTA that are displayed on third-party sites) or whether an email sent by Global Trainers Academy was opened or clicked on by a Learner; and (ii) to customize the learning experience of individual Learners by recommending specific courses and other content.

▶ **Cookie list**

▶ Global Trainers Academy will retain the data of Learners for as long as instructed by the Learner. Global Trainers Academy will delete certain or all personal data relating to Learners upon request of the Learner. Global Trainers Academy may retain aggregated or anonymized data as set forth below.

- For analytics and testing
- For Learner authentication
- For experience improvement and customization
- For security
- 2 years of Email and course promotion analytics
- Learner support authentication and experience
- Learner Preferences concerning cookies and other tracking technologies

▶ A Learner can set his or her web browser to notify about the placement of new cookies, limit the type of cookies or reject cookies altogether; if enabled, a Learner may not be able to use some or all of the features of the GTA- Corporate services.

▶ Most modern web browsers give you the option to send a Do Not Track signal to the websites you visit, indicating that you do not wish to be tracked. However, there is no accepted standard for how a website should respond to this signal, and we do not take any action in response to this signal. Instead, in addition to publicly available third-party tools, we offer you the choices described in this policy to manage the collection and use of information about you.

▶ **4. Sharing Learner Information with Sub-Processors**

▶ To provide the GTA to its Learner, Global Trainers Academy shares data regarding Learners with several third-party service providers. These companies are contractually required to use Learner data solely as directed by the Global Trainers Academy to provide services to Global Trainers Academy.

▶ Instructors who upload courses on the Global Trainers Academy platform and made available through the GTA as well as their teaching assistants, who may receive names and account profile information of Learners, to enable them to respond to Learner questions and feedback.

▶ Other service providers of Learner, as instructed by Learner.

▶ Global Trainers Academy also contracts with Amazon Web Services (AWS) for hosting services and certain content and Learner data relating to GTA is hosted via AWS's cloud hosting solutions.

▶ Global Trainers Academy's help center platform is required to store and process Learner related data solely as directed by the Global Trainers Academy to provide services to Global Trainers Academy. Global Trainers Academy also partners with Bridge Connect a chat messaging tool for support to Learners and administrators and for collecting their feedback, as well as in-app messages such as feature announcements or onboarding for new Learners.

- ▶ Global Trainers Academy shares Learner information with third-party companies that perform email services to enable Global Trainers Academy to send email communications to Learners and to manage email preference settings of Learners.
- ▶ Global Trainers Academy shares Learner information with third-party companies that perform data analysis services to enable Global Trainers Academy to better understand how Learners use the Global Trainers Academy service like Google Analytics. To prevent Google Analytics from collecting information for analytics, a Learner may install the Google Analytics Opt-Out Browser.
- ▶ Any other sharing of Learner data is subject to the consent and instructions of Learner.

▶ **5. Links to the other sites**

- ▶ Our policy discloses the privacy practices for our web site only. Our site provides links to other websites also that are beyond our control. We shall in no way be responsible in way for your use of such sites.

▶ **6. Information sharing**

- ▶ We share the sensitive personal information to any third party without obtaining the prior consent of the Learner in the following limited circumstances:
- ▶ (a) When it is requested or required by law or by any court or governmental agency or authority to disclose, for verification of identity, or the prevention, detection, investigation including cyber incidents, or prosecution and punishment of offenses. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing these Terms; for complying with the applicable laws and regulations.
- ▶ (b) We propose to share such information within its group companies and officers and employees of such group companies for processing personal information on its behalf. We also ensure that these recipients of such information agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- ▶ However, the internet is an ever-evolving medium. We may change our Privacy Policy from time to time to incorporate necessary future changes. Of course, our use of any information we gather will always be consistent with the policy under which the information was collected, regardless of what the new policy may be.



▶ **7. Grievance Redressal**

- ▶ Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to team@globaltrainersacademy.live ("Grievance Officer").

Edited on 24th June 2019

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6. Escalation Process for Policy Violations

- ▶ Our students and instructors are typically good, responsible members of the community. We understand that everyone makes mistakes, and sometimes, you just don't know what is okay and not okay.
- ▶ That's why the first time there is a violation, you will only receive a warning. We will provide resources to help you understand our policies, and learn how to work successfully on Global Trainers Academy. We're also happy to speak with you directly to help you better understand what is okay and not okay.
- ▶ But we do expect you to be proactive about understanding and following Global Trainers Academy policies. If we see another violation of any of our policies, there will be more severe consequences in the form of "strikes." Each strike is recorded in our system, and instructors who repeatedly violate policies will eventually be removed from the Global Trainers Academy platform.
- ▶ Strike 0 → Warning
- ▶ Strike 1 → Suspension of the announcement and direct messaging privileges for a month
- ▶ Strike 2 → Courses blocked from active promotions for a month + suspension of the announcement and direct messaging privileges for a month
- ▶ Strike 3 → Courses blocked from new enrolments for a month + suspension of the announcement and direct messaging privileges for a month
- ▶ Strike 4 → Instructor banned from access to Global Trainers Academy and courses unlisted from the Global Trainers Academy platform

These strikes apply at a course level. So if another instructor on the course has a violation, all instructors associated with the course will see the features disabled for that course.

Please note that we reserve the right to escalate strikes based on the severity of the violation. We will re-evaluate the strikes on an account on a six-month rolling basis.

Edited on 24th June 2020

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Terms of Use

Global Trainers Academy's mission is to reboot lives through training, resulting in human transformation. We empower freelancers, domain experts, independent trainers, and facilitators from anywhere to create and share learning and development courses (instructors), assessment and psychology tests (counsellors), and to enrol in these learning and development courses to learn (program affiliates and corporates).

We consider our platform the best way to offer valuable training and development facilities including content, technology (Bridge, LMS, etc) backed by assessment both pre and post-training, certifications to our users including a personal branding tool for our Trainers, Facilitators, and Counsellors. We need rules to keep our platform and services safe for and the entire platform's ecosystem. These Terms apply to all your activities on the Global Trainers Academy website (www.globaltrainersacademy.live) the Global Trainers Academy mobile applications, our APIs, and other related services ("Services").

- ▶ If you publish a course on the www.globaltrainersacademy.live (**Global Trainers Academy platform**), you must also agree to the Instructor Agreement. We also provide details regarding our processing of personal data of our program associates and instructors in our Privacy Policy. If you are using **Global Trainers Academy** as part of your employer's **Global Trainers Academy for Corporates** learning and development program, you can consult our **Privacy Statement**.
- ▶ If you live in **India**, by agreeing to these Terms, you agree to resolve disputes with www.globaltrainersacademy.live (**Global Trainers Academy**) through binding arbitration (with very limited exceptions, not in court), and you waive certain rights to participate in class actions, as detailed in the Dispute Resolution section.

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▶ 1. Accounts

- ▶ You need an account for most activities on our platform. Keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our Support Team. You must have reached the age of consent for online services in your country to use Global Trainers Academy.
- ▶ You need an account for most activities on our platform, including purchasing and enrol in a course or to submit a course for publication. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account without their permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us the login credential information for that account. In the event of the death of a user, the account of that user will be closed.
- ▶ If you share your account login credential with someone else, you are responsible for what happens with your account and Global Trainers Academy will not intervene in disputes between program associates or instructors who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our support team of **Global Trainers Academy (team@globaltrainersacademy.livelive)** we may request some information from you to confirm that you are indeed the owner of your account.
- ▶ Learners must be at least 18 years of age to create an account or should hold a student identity proof from the valid institution on Global Trainers Academy and use the Services. If we discover that you have created an account and you are younger than the required age for consent to use online services (for example, 18 in India), we will terminate your account. Under our Instructor Agreement, you may be requested to verify your identity before you are authorized to submit a course for publication on Global Trainers Academy.

▶ 2. Course Enrolment and Lifetime Access

- ▶ When you enrol in a course, you get a license from us to view it via the **Global Trainers Academy (www.globaltrainersacademy.live)** services. Don't try to transfer or resell courses in any way. As a learner, we grant you a lifetime access license for the free content on the platform, except when we must disable the course because of legal or policy reasons.
- ▶ Under our Instructor Agreement, when instructors publish a course on **Global Trainers Academy (www.globaltrainersacademy.live)** they are independent owners of the content and the training materials. Global Trainers Academy facilitates the course to Program Associates as per the settings selected and offered by the Trainers. This means that we have no right on the content course offered to the Program Associates who enrol in the course. As a (safeguard the interest of the Training Content its should not be copied from other sources) student, when you enrol in a course, whether it's a free or paid course, you are

- ▶ getting from Global Trainers Academy a license to view the course via the Global Trainers Academy platform and Services, and Instructor is the licensor of record. Courses may be licensed, and may not be sold, to you. This license does not give you any right to resell the course in any manner (including by sharing account information with a purchaser or illegally downloading the course and sharing it on torrent sites).
- ▶ In legal, more complete terms, Global Trainers Academy grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, following these Terms and any conditions or restrictions associated with a particular course or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written agreement signed by a Global Trainers Academy authorized representative. This also applies to content you can access via any of our APIs.
- ▶ We generally give a lifetime access license to platform users when they associate with us. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, for example, if the course you enrolled in is the object of a copyright complaint, or if we determine its content violates our Trust & Safety Guidelines. The lifetime access maybe not applicable to add-on features and services associated with a course, for example, translation captions of courses may be disabled by instructors at any time and an instructor may decide at any time to no longer provide teaching assistance or Q&A services in association with a course. To be clear, the lifetime access is to the free course content but not to the instructor.

- ▶ Instructors may not grant licenses to their courses to the program associate directly and any such direct license shall be null and void and a violation of these Terms.

▶ **3. Payments, Credits, and Refunds**

- ▶ When you make a payment, you agree to use a valid payment method. If there is a clear proven disconnect between the set expectations and what was covered in the content, Global Trainers Academy offers a 30-day credit in your GTA account for most course purchases. The proof of this said misrepresentation has to be shared on email via the help section on the portal.

▶ **3.1 Pricing**

- ▶ The prices of courses on Global Trainers Academy are determined based on the terms of the Instructor Agreement and the Pricing and Promotions Policy.
- ▶ We run promotions and sales for our courses and certain courses are only available at discounted prices for a set period. The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout). Any price offered for a particular course may also be different when you are logged into your account from the price available to users who aren't registered or logged in because some of our promotions are available to new users only.

- ▶ If you are logged into your account, the listed currency you see is decided by the Trainer . If you are not logged into your account, the price currency is based on the country where you are located. We do not enable users to see pricing in other currencies.
- ▶ No matter where you are purchasing the content from, the purchase of paid content on the portal levies a GST of 18%.

▶ **3.2 Payments**

- ▶ You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card or process other means of payment (such as PAYU, BHIM UPI, direct debit, or mobile wallet) for those fees. Global Trainers Academy works with third-party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure.
- ▶ When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within seven (7) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payments.
- ▶ In some cases, we may issue credits to your account. These credits will be automatically applied to your next course purchase on our website. Credits may expire if not used within the specified period and have no cash value.

▶ **3.3 Refunds and Credits**

- ▶ If the course you purchased has set wrong expectations, you can request, within 30 days of your purchase of the course, that Global Trainers Academy credit your account. We reserve the right to apply for credit, at our discretion. No credit is due to you if you request it after the 30-day guarantee time limit has passed. All refunds are processed in terms of credit in your GTA account.
- ▶ To request a credit, follow the steps in the help section. As detailed in the Instructor Agreement, instructors agree that program associates have the right to receive these credits or refunds.
- ▶ At our discretion, if we believe you are abusing our credit/refund policy, we reserve the right to ban your account and to restrict all future use of the Services. If we ban your account or disable your access to a course due to your violation of these Terms or our Trust & Safety Guidelines, you will not be eligible to receive any credit or refund.

▶ **4. Content and Behaviour Rules**

- ▶ You can only use Global Trainers Academy for lawful purposes. You're responsible for all the content that you post on our platform. You should keep the reviews, questions, posts, courses, and other content you upload in line with our Trust & Safety Guidelines and the law and respect the intellectual property rights of others. We can ban your account for repeated or major offenses. If you think someone is infringing your copyright on our platform, let us know.
- ▶ You may not access or use the Services or create an account for unlawful purposes.¹² Your use of the Services and behaviour on our platform must comply with applicable local or national laws or

- ▶ regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that apply to you. You may not access our Services if you are from a territory where your national businesses are prohibited from engaging in business or if you have been designated a Specially Designated National, Denied Person, or Denied Entity by any national government.
- ▶ If you are a student, the Services enable you to ask questions to the instructors of courses you are enrolled in and to post reviews of courses. For certain courses, the instructor invites you to submit content as “homework” or tests. Don’t post or submit anything that is not yours.
- ▶ If you are an instructor, you can submit courses for publication on the platform and you can also communicate with the program associates who have enrolled in your courses. In both cases, you must abide by the law and respect the rights of others: you cannot post any course, question, answer, review, or other content that violates applicable local or national laws or regulations of your country. You are solely responsible for any courses, content, and actions you post or take via the platform and Services and their consequences. Make sure you understand all the copyright restrictions outlined in the Instructor Agreement before you submit any course for publication on Global Trainers Academy.
- ▶ If we are put on notice that your course or content violates the law or the rights of others (for example, if it is established that it violates the intellectual property or image rights of others, or is about an illegal activity), if we discover that your content or behaviour violates our Trust & Safety Guidelines, or if we believe your content or behaviour is unlawful, inappropriate, or objectionable (for example if you impersonate someone else), we may remove your content from our platform. Global Trainers Academy complies with copyright laws. Check out our Intellectual Property Policy for more details.
- ▶ Global Trainers Academy has discretion in enforcing these Terms and our Trust & Safety Guidelines. We may terminate or suspend your permission to use our platform and services or ban your account at any time, with or without notice, for any violation of these Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities. Upon any such termination, we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.
- ▶ If one of our instructors has published a course that infringes your copyright or trademark rights, please let us know. Under our Instructor Agreement, we require our instructors to follow the law and respect the intellectual property rights of others. For more details on how to file a copyright or trademark infringement claim with us, see our Intellectual Property Policy.

5. Global Trainers Academy's Rights to Content You Post

- ▶ You retain ownership of the content you post to our platform, including your courses. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites.
- ▶ The content you post as a student or instructor (including courses) remains yours. By posting courses and other content, you allow Global Trainers Academy to reuse and share it but you do not lose any ownership rights you may have over your content. If you are an instructor, be sure to understand the course licensing terms that are detailed in the Instructor Agreement.
- ▶ When you post comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize Global Trainers Academy to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit. In legal language, by submitting or posting content on or through the platforms, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content in any media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with Global Trainers Academy for the syndication, broadcast, distribution, or publication of content on other media. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

6. Using Global Trainers Academy at Your Own Risk

- ▶ Anyone can use Global Trainers Academy to create and publish courses and instructors and we enable instructors and program affiliates to interact for teaching and learning. Like other platforms where people can post content and interact, some things can go wrong, and you use Global Trainers Academy at your own risk. In case of any issues, you may write to us on (team@globaltrainersacademy.live)
- ▶ Global Trainers Academy enables anyone anywhere to create and share learning and development courses. We host more than several courses on our online learning platform. Our platform model means we do not review or edit the courses for legal issues, and we are not in a position to determine the legality of course content. We do not exercise any editorial control over the courses that are available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of the courses. If you enrol in a course, you rely on any information provided by an instructor at your own risk.
- ▶ By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. Global Trainers Academy has no responsibility to keep such content from you and no liability for your access or enrolment in any course to the extent permissible under applicable law. This also applies to any courses relating to health, wellness, and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of courses, and by enrolling in such courses; you choose to assume those risks voluntarily, including the risk of illness, bodily injury,

- ▶ disability, or death. You assume full responsibility for the choices you make before, during and after your enrolment in a course.
- ▶ When you interact directly with a student or an instructor, you must be careful about the types of personal information that you share. We do not control what program affiliates and instructors do with the information they obtain from other users on the platform. You should not share your email or other personal information about you for your safety.
- ▶ We do not hire or employ instructors nor are we responsible or liable for any interactions involved between instructors and program affiliates. We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of instructors or program affiliates.
- ▶ When you use our Services, you will find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

▶ **7. Global Trainers Academy's Rights**

- ▶ We own the Global Trainers Academy platform and Services, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees. You can't tamper with those or use them without authorization.
- ▶ All right, title, and interest in and to the Global Trainers Academy platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services (but excluding content provided by instructors and program affiliates) are and will remain the exclusive property of Global Trainers Academy and its licensors. Our platforms and services are protected by copyright, trademark, and other laws of both India and foreign countries. Nothing gives you a right to use the Global Trainers Academy name or any of the Global Trainers Academy trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Global Trainers Academy or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.
- ▶ You may not do any of the following while accessing or using the Global Trainers Academy platform and Services:
 - ▶ Access, tamper with, or use non-public areas of the platform, Global Trainers Academy's computer systems, or the technical delivery systems of Global Trainers Academy's service providers.
 - ▶ Disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.
 - ▶ Copy, Modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the Global Trainers Academy platform or Services.
 - ▶ Access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our

- ▶ website, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.
- ▶ in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as Global Trainers Academy); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

▶ **8. Miscellaneous Legal Terms**

- ▶ These Terms are like any other contract, and they have boring but important legal terms that protect us from the countless things that could happen, and that clarifies the legal relationship between us and you.

▶ **8.1 Binding Agreement**

- ▶ You agree that by registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with Global Trainers Academy. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.
- ▶ If you are an instructor accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.
- ▶ Any version of this Term in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.
- ▶ These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us (which include, if you are an instructor, the Instructor Agreement and the Pricing and Promotions Policy).
- ▶ If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.
- ▶ Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.
- ▶ The following sections shall survive the expiration or termination of these Terms: Sections 2 (Course Enrolment and Lifetime Access), 5 (Global Trainers Academy's Rights to Content You Post), 6 (Using Global Trainers Academy at Your Own Risk), 7 (Global Trainers Academy's Rights), 8 (Miscellaneous Legal Terms), and 9 (Dispute Resolution).

▶ 8.2 Disclaimers

- ▶ Our platform may be down, either for planned maintenance or because something goes down with the site. It may happen that one of our instructors is making misleading statements in their course. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work outright. In legal, more complete language, the Services, and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from the use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.
- ▶ We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will Global Trainers Academy or its affiliates, suppliers, partners, or agents be held liable for any damages due to such interruptions or lack of availability of such features.
- ▶ We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

▶ 8.3 Limitation of Liability

- ▶ There are risks inherent in using our Services, for example, if you enroll in a health and wellness course like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one thousand rupees (Rs.1000) or the amount you have paid us in the twelve (2) months before the event giving rise to your claims. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

▶ 8.4 Indemnification

- ▶ If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless Global Trainers Academy, our group companies, and their officers, directors, suppliers, partners, and agents from and against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees)

- ▶ arising from (a) the content you post or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

▶ **8.5 Governing Law and Jurisdiction**

- ▶ These Terms are governed by the laws of Mumbai, India without reference to its choice or conflicts of law principles. Where the “Dispute Resolution” section below does not apply, you and we consent to the exclusive jurisdiction and venue of federal and state courts in Mumbai, Maharashtra, India.

▶ **8.6 Legal Actions and Notices**

- ▶ No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

- ▶ Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to notices admin@globalTrainersAcademy.live

▶ **8.7 Relationship between Us**

- ▶ You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

▶ **8.8 No Assignment**

- ▶ You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

▶ **9. Dispute Resolution**

- ▶ If there's a dispute, our Support Team is happy to help resolve the issue. If that doesn't work and you live in India, your options are to go to small claims court or bring a claim in binding arbitration; you may not bring that claim in another court or participate in a non-individual class action claim against us.

- ▶ This Dispute Resolution section applies only if you live in India. Most disputes can be resolved, so before bringing a formal legal case, please first try contacting our Support Team. (team@globaltrainersacademy.live)

▶ **9.1 Small Claims**

- ▶ Either of us can bring a claim in small claims court in Mumbai, India, as long as it qualifies to be brought in that court.

▶ 9.2 Going to Arbitration

- ▶ If we can't resolve our dispute amicably, you and Global Trainers Academy agree to resolve any claims related to these Terms (or our other legal terms) through final and binding arbitration, regardless of the type of claim or legal theory. If one of us brings a claim in court that should be arbitrated and the other party refuses to arbitrate it, the other party can ask a court to force us both to go to arbitration (compel arbitration). Either of us can also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

▶ 9.3 No Class Actions

- ▶ We both agree that we can each only bring claims against the other on an individual basis. This means: (a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator can't combine multiple people's claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator's decision or award in one person's case can only impact that user, not other users, and can't be used to decide other users' disputes. If a court decides that this "No class actions" clause isn't enforceable or valid, then this "Dispute Resolution" section will be null and void, but the rest of the Terms will still apply.

▶ 9.4 Changes

- ▶ Notwithstanding the "Updating these Terms" section below, if Global Trainers Academy changes this "Dispute Resolution" section after the date you last indicated acceptance to these Terms, you may reject any such change by providing Global Trainers Academy written notice of such rejection by mail or hand delivery to Global Trainers Academy, Inc. Attn: Legal, 5th Floor, Aggarwal Trade Center, Sakal Bhavan Road, CBD Belapur, Navi Mumbai – 400614, or by email from the email address associated with your Account to Legal@GlobalTrainersAcademy.com, within 30 days of the date such change became effective, as indicated by the "last updated on" language above. To be effective, the notice must include your full name and indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Global Trainers Academy following the provisions of this "Dispute Resolution" section as of the date you last indicated acceptance to these Terms.

▶ 10. Updating These Terms

- ▶ From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and Global Trainers Academy reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.
- ▶ Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

▶ **11. How to Contact Us**

- ▶ The best way to get in touch with us is to contact our Support Team. We'd love to hear your questions, concerns, and feedback about our Services. (team@globaltrainersacademy.live)
- ▶ **Write to us on team@globaltrainersacademy.live**
- ▶ Thanks for exchanging your knowledge, looking forward to Empowering You.

Edited on 8th Feb 2021

