

# Refer and Earn Program for Customers - Terms and Conditions

Welcome to the Customer Refer and Earn Program ("Program")! By participating in this Program, you voluntarily and unequivocally agree to the following Terms and Conditions ("T&C"):

## 1. Program Overview:

- a. This Program is open to all existing Customers of Knowledgehut Solutions Private Limited ("KnowledgeHut") and Upgrad Education Private Limited ("upGrad"). Any mention of "KnowledgeHut and upGrad" within these T&C will be interpreted severally, as relevant and applicable to the respective context.
  To participate, a Customer, whether paid or unpaid, must refer potential customers to KnowledgeHut and upGrad, by promoting the benefits of the classroom, live virtual classroom and e-learning courses listed on <a href="https://www.upgrad.com/bootcamps/">https://www.upgrad.com/bootcamps/</a> ("Bootcamps") and <a href="https://www.knowledgehut.com/">https://www.knowledgehut.com/</a> ("Knowledgehut Course"), collectively referred to as "Course". The Customer making the referral is referred to as "Referrer", and the referred individual is the "Referee" within these T&C.
- b. This program does not encompass any Course that involves government subsidies.

## 2. Eligibility:

- a. If a Referee enrolls for a Course, the concerned Referrer will become eligible to receive a Referral Reward. "Referral Reward" and "Additional Referral Reward" (collectively referred to as "Reward") for the purpose of these T&C shall mean the value of reward that a Referrer will be entitled to receive under this Program, subject to these T&C, and which will be determined based on the Course Fee (excluding any applicable taxes) realized by KnowledgeHut from the Referee.
- b. To be eligible for a Referral Reward, all the following conditions must be met:
  - i. Referrer must sign up for the Refer and Earn Program, and share his/her valid "Referral Code" (unique code for every Referrer and generated by KnowledgeHut) with the Referee.
  - ii. Referrer must have the necessary authorization and permission to contact the Referee, generate a referral, and provide the Referee's name, e-mail address and contact information to KnowledgeHut and upGrad.
  - iii. The Referee must enroll for a Course using the Referral Code.
- c. A Referrer shall not be eligible for the Referral Reward if any of the following applies:
  - i. If the Referrer is an employee or relative of an employee or KnowledgeHut and upGrad or an affiliate company of KnowledgeHut and upGrad.
  - ii. The details of the Referee is already available with KnowledgeHut and such Referee has already contacted an academic counsellor before being referred, or the Referee has previously enrolled for a Course with KnowledgeHut or upGrad.



- iii. The Referee does not use the Referral Code at the time of enrollment for a Course.
- iv. The Referee enrolls for a Course through a sales intermediary of KnowledgeHut and upGrad. (Not applicable for Knowledgehut Course).
- v. If the Referral Code is advertised through Pay-Per-Click advertising, sponsored links, unsolicited e-mails, or message boards or forums.
- vi. Referrer or Referee uses false names, impersonates others, or provides false or misleading information.
- vii. Any activities related to this Program that do not comply with applicable laws.
- d. All the verification will be carried out by KnowledgeHut, and KnowledgeHut reserves the absolute right to reject a customer or not consider a customer for the purpose of this Program.
- e. This Program's scope excludes co-ordinators or any other referral arrangements executed by KnowledgeHut and upGrad. The covenants stipulated in agreements governing such arrangements will remain applicable.
- f. The decision of KnowledgeHut will be final and conclusive in all matters related to the Program and these T&C.

#### 3. Referral Reward:

a. The Referral Reward will be calculated monthly in accordance with the following:

i. For Bootcamps

Total Course Fee generated by the Referrer in a calendar month, under this Refer and Earn Program, and realized by KnowledgeHut (in INR)	Referral Reward (percentage of the Total Course Fee generated by the Referrer under this Refer and Earn Program and realized by KnowledgeHut in a calendar month)	Additional Referral Reward (in INR)
upto 75,000	5%	NA
75,001-2,25,000	7.5%	NA
2,25,001-3,75,000	10%	NA
3,75,001-7,50,000	15%	NA
> 7,50,000	15%	worth 10,000
> 12,00,000	15%	worth 25,000

## ii. For Knowledgehut Courses (For Referrals from India)

Total Course Fee generated by the Referrer in a calendar month, under this Refer and Earn Program, and realized by KnowledgeHut (in INR)	Referral Reward (percentage of the Total Course Fee generated by the Referrer under this Refer and Earn Program and realized by KnowledgeHut in a calendar month)
upto 5,00,000	5%
upto 10,00,000	7.5%
upto Total Course Fee generated more than 10,00,000 in a calendar month.	10%



iii. For Knowledgehut Courses (For Referrals from countries other than India)

Total Course Fee generated by the Referrer in a calendar month, under this Refer and Earn Program, and realized by KnowledgeHut (in USD)*	Referral Reward (percentage of the Total Course Fee generated by the Referrer under this Refer and Earn Program and realized by KnowledgeHut in a calendar month)
upto 10,000	5%
upto 20,000	7.5%
upto Total Course Fee generated more than 20,000 in a calendar month.	10%

<sup>\*</sup>Total Course Fee generated in any currency other than USD will be converted to USD for the purpose of calculation and payment of Referral Reward.

b. There is no limit on the Referral Reward or the number of customers that can be referred, effective from January 1<sup>st</sup>, 2024.

## 4. Reward payout:

- a. The Reward will be disbursed as Amazon gift vouchers for all Referrers. If the Referrer happens to reside outside India, he/ she is required to confirm the currency for redeeming the entitled Amazon gift voucher.
  - For Knowledgehut Course only, if the Referrer happens to reside outside India, and opts to receive the Referral Reward in the form of a credit directly to his/her Bank Account, he/ she is required to confirm the currency and provide the required Bank Account details in a manner and format required by KnowledgeHut.
- b. The Amazon gift voucher is non-redeemable for cash or any other substitute.
- c. For receipt of Reward worth more than INR 10,000, photo identification is a mandatory requirement.
- d. The undisputed Reward will be disbursed to the Referrer within Thirty (30) calendar days from the end of every month, subject to realization of the Course Fee by KnowledgeHut, and only for cohorts (in which the Referee has enrolled) that have commenced within such month. For Knowledgehut Course, any additional undisputed Reward earned on account of reference of multiple Referee in a calendar month will be disbursed by the fifteenth (15<sup>th</sup>) of the following month.

# 4. Privacy & Data Protection:

Participation in this Program may require the submission of personal information about yourself and/ or the Referee. This may include details such as name, contact details, bank account details & KYC details provided to the bank. Any information collected under this Program will be subject to applicable laws, including the Information Technology Act, 2000.

### 5. Indemnification & Liability:

By participating in this Program, you (a) confirm that you have the necessary authorization and permission to provide the Referee's name, e-mail address and contact information to KnowledgeHut and upGrad, (b) agree to indemnify KnowledgeHut and upGrad and/ or its affiliates for any loss or damage incurred by such entity and/or its affiliates in connection with use of such Referee's information by KnowledgeHut and upGrad, or in connection with any miscommunication with the Referrer or Referee, or in connection with a dispute in reference to this Refer and Program attributable to you, and (c) agree that



KnowledgeHut and upGrad shall not be liable in any manner whatsoever, for any matter whether in torts, legal or otherwise in relation to the Refer and Earn Program, including benefits.

#### 6. Communication:

By participating in this Refer and Earn Program, you agree to receive communication from KnowledgeHut and upGrad pertaining to the Refer and Earn Program.

# 7. Changes in the Refer and Earn Program:

KnowledgeHut reserves the absolute right to alter, amend, withdraw, or delete any or all the provisions mentioned herein retrospectively at its sole discretion and without any notice. The decision of KnowledgeHut on all matters relating to, or in connection with, this T&C shall be final and binding on all parties concerned.

#### 8. Jurisdiction:

These terms and conditions are governed by the laws of India. Any disputes arising out of or in connection with this Refer and Earn Program including this Terms and Conditions shall be subject to the exclusive jurisdiction of the courts in Bangalore.

Thank you for your participation in the Customers Refer and Earn Program. If you have any questions, require further information please feel free to contact us at <a href="mailto:support@knowledgehut.com">support@knowledgehut.com</a> (For Bootcamps related) <a href="mailto:referral@knowledgehut.com">referral@knowledgehut.com</a>.

For all Privacy-related information Click Here.