

42Gears Academy – Terms & Conditions

Welcome to 42Gears Academy (“Academy” or “Platform”), operated by **42Gears Mobility Systems Pvt. Ltd.** (“42Gears,” “we,” “our,” or “us”). By accessing, enrolling in, or using the Academy, you (“you,” “User,” or “Participant”) agree to be bound by these Terms & Conditions (“Terms”) and our [Privacy Policy](#).

If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

1. Scope of Services

The Academy provides customers and partners with online training, certifications, and related educational resources. These Terms govern all use of the Platform, including:

- Learning content, quizzes, and certifications;
- Access to self-paced courses and training modules;
- Any materials, resources, or content uploaded or downloaded via the Platform.

2. Eligibility & Account

- Access is available to approved customers, partners, and users authorized by 42Gears.
 - You are responsible for maintaining the confidentiality of your login credentials and any activity that occurs under your account.
 - You agree to provide accurate and updated information and notify us of any unauthorized access to your account.
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3. License & Acceptable Use

- You are granted a **limited, non-exclusive, non-transferable, revocable license** to access and use the Platform solely for training, evaluation, and certification purposes.
 - You agree **not** to:
 - Share, copy, distribute, or resell Academy content without prior written permission;
 - Use the Platform to compete with 42Gears or for any unlawful purpose;
 - Interfere with or disrupt the Platform or attempt to gain unauthorized access to its systems.
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4. Ownership of Content

All Academy materials—including courses, text, videos, graphics, logos, software, and certificates—are owned by or licensed to 42Gears and protected by applicable intellectual property laws. Your access does not transfer ownership or grant rights beyond the license stated herein.

5. Certification

Certificates earned through the Platform are valid credentials indicating course completion and must be used for professional purposes only. Any misuse, falsification, or unauthorized reproduction of certificates is prohibited.

6. Fees, Purchases & Refunds

- Some Academy content may be free; others may require enrollment fees.
- Pricing is displayed during checkout and may be updated at any time.
- Refunds (if applicable) are subject to [42Gears' Refund Policy](#).

7. User Feedback & Testimonials

By submitting any feedback, comments, testimonials, survey responses, or suggestions (“Feedback”), you grant 42Gears a **perpetual, royalty-free, worldwide license** to:

- Use, display, reproduce, publish, or share your Feedback (including your name, organization, and designation, if provided) in marketing materials, case studies, or on the Academy and 42Gears websites.
- We will not materially alter your Feedback without your permission.
- You confirm that you have the rights to provide this Feedback and that it does not infringe third-party rights.
- If you wish to withdraw permission, email privacyinfo@42gears.com, and we will take reasonable steps to remove it.

Where required under applicable data protection laws, we will obtain explicit consent before using Feedback that identifies an individual.

8. Privacy & Data Processing

- a. Your use of the Academy is subject to our [Privacy Policy](#), which explains how we collect, store, and process your personal data. By using the Platform, you consent to such processing for purposes including account management, certification, analytics, communications, and marketing.
- b. Personal data is processed in accordance with applicable data protection laws and based on appropriate lawful grounds, including performance of a contract, legitimate interests, and compliance with legal obligations.
- c. The Academy may process limited personal data such as name, business email address, login credentials (in encrypted or hashed form), course participation, completion status, certification records, and related usage data solely for purposes of user authentication, training delivery, certification, analytics, communications, and platform administration
- d. To the extent 42Gears processes personal data on behalf of a customer or partner organization, the customer acts as the data controller and 42Gears acts as a data processor. Such processing shall be governed by the 42Gears Data Processing Agreement (“DPA”), which is incorporated by reference and forms part of these Terms.

- e. Personal data may be processed or stored in locations outside the user's country of residence, including India and other jurisdictions where 42Gears or its service providers operate, subject to appropriate safeguards as required by applicable law.
 - f. Personal data will be retained only for as long as necessary to fulfill the purposes described above or as required by applicable law, after which it will be securely deleted or anonymized in accordance with our retention practices.
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9. Disclaimers

- Academy materials are provided for educational purposes only, and we make no guarantees regarding results or suitability for your needs.
 - To the fullest extent permitted by law, 42Gears disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.
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10. Limitation of Liability

To the extent permitted by law:

- 42Gears shall not be liable for indirect, incidental, or consequential damages resulting from use or inability to use the Platform.
 - Our total liability for any claim shall not exceed **USD \$100** (or local currency equivalent).
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11. Termination

We may suspend or terminate your access to the Academy immediately if:

- You breach these Terms;
 - You misuse the Platform or violate applicable laws.
Upon termination, your license ends, and you must cease all use of the Platform.
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12. Modifications

We may update these Terms, content, pricing, or policies at our discretion. Notice will be provided by posting updated Terms with a revised effective date. Continued use of the Platform constitutes acceptance of any changes.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of **India**, and you agree to the exclusive jurisdiction of courts in **Bengaluru, Karnataka**.

14. General

- If any provision is deemed unenforceable, it shall be modified to reflect the parties' intent, and the remainder of the Terms shall remain in effect.
 - Failure to enforce any right or provision will not constitute a waiver.
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By proceeding to use the Academy, you confirm that you have read, understood, and agreed to these Terms.