



Terms of Use

Thank you for using Indegu Ltd

1. Information About our Terms of Use

- 1.1 These terms of use ("Terms") set out the rules for using our website ("Website") and the Indegu Ltd learning platform ("Platform").
- 1.2 By using the Website and Platform you agree that you accept these Terms and that you will comply with them.
- 1.3 If you do not agree to these Terms, you must not access or use the Website or Platform.
- 1.4 Please read these Terms carefully and print a copy for your future reference. Terms may update from time to time. If you have any queries, please contact us.

2. Who we are and How to Contact Us

- 2.1 Indegu Training is a brand owned and operated by Indegu Ltd.
- 2.2 In these Terms, we will reference ourselves as "Indegu" or "we/us".
- 2.3 Indegu Ltd is registered in England and Wales under company number 11340358. Our registered office address is Unit 14, Elgar Business Centre, Moseley Road, Worcester, WR2 6NJ. Our VAT number is 297083662.

How can I contact you?

- 2.4 To contact us, please email enquiries@indeggu.co.uk

3. Other Terms that May Apply

- 3.1 Our Terms also includes our Privacy Policy and Cookies Policy and any other documents referred to by those agreements, and they govern any and all of the access to the Website or Platform.
- 3.2 When we refer to "You" or "User", we mean the entity you represent in accepting these Terms, or, if that does not apply, you individually. If you are accepting on behalf of your employer, your company, or another entity, you represent and warrant that:
 - a) you have full legal authority to bind your employer or such entity to these Terms
 - b) you have read and understand these Terms
 - c) you agree to these Terms on behalf of the party you represent.

4. We May Make Changes to These Terms

Our right to make changes to the Terms

- 4.1 We may update these Terms from time to time. We will give you reasonable notice of any major changes via a suitable announcement on the Website and Platform.



When will the changes apply?

4.2 The changes will apply to your use of the Website and Platform after we have given such announcement.

What should I do if I don't want to accept the changes?

4.3 If you do not wish to accept the new terms you should not continue to use the Website or Platform. If you continue to use the Website or Platform after the date on which the change comes into effect, your use of the Website or Platform indicates your agreement to be bound by the new terms.

4.4 Please check these Terms to ensure you understand the terms and conditions that apply at that time.

5. We May Make Changes to the Website or Platform

We may update the Website or Platform from time to time. We will try to give you reasonable notice of any major changes.

6. The Services Provided by Indegu

6.1 The Website

Indegu provides a website designed to showcase and sell courses. This website allows content creators ("Creators") to advertise and sell their courses to prospective end users ("Learners"). Indegu provides each Creator a dedicated page (one per course) to sell the training they provide. This offer includes the payment gateway and other tools. The entire selection of tools and services offered via the Platform will be referred to in these Terms as "Indegu Ltd Services".

6.2 The Platform

Indegu provides an online platform designed to allow Creators to design, publish, and sell courses to their Learners. Indegu provides each Creator with a dedicated area to host and offer their services. The entire selection of tools and services offered via the Platform is included in the Indegu Ltd Services.

6.3 Relationship between Indegu and Users

Indegu is not an educational institution, although it offers content creation for Creators. Creators and Learners are not employees of Indegu.

Indegu is not responsible for interactions between Creators and Learners, except for providing the technological means through which Creators may broadcast and otherwise make their courses and other content ("Creator Content") available and, at each Creator's election, for processing payments through Indegu Payment Gateway. Indegu is not liable for



any disputes, claims, losses, injuries, or damage of any kind that may arise out of the Creator/Learner relationship, including but not limited to, any Learner's reliance upon any information provided by a Creator or Creator Content at any time.

As stated in our Privacy Policy, Indegu only provides Creators with limited information about Learners enrolled in their services, including name and email address, and the Creator offering in which the Learner has enrolled. This information is only available to the Creator upon the purchase or enrolment of a Learner in the Creator's course. Indegu does not provide, sell, rent, release, disclose, or otherwise transfer Learner data to Creators for monetary or other valuable consideration. Learners assume full responsibility for the disclosure and use of any other personal information the Learner chooses to disclose to any Creator on the Platform.

7. Eligibility and Account Terms

You must agree to the following terms relating to your account:

7.1 General Account Terms

- a) You must be at least 18 years old to use the Platform, or, if You are between the ages of 13 and 18, You must have your parent or guardian's permission to use the Platform. By using our Platform, You are telling us by your actions that You have obtained that permission (You are 'representing' and 'warranting' that You have obtained the appropriate permissions to use our Platform). IF YOU ARE UNDER THE AGE OF 13 YOU MAY NOT USE OUR PLATFORM IN ANY MANNER NOR MAY YOU REGISTER FOR AN ACCOUNT.
- b) You must provide your full legal name, a valid email address, and any other information needed to complete the signup process.
- c) You are responsible for ensuring that your registration information is true, accurate and complete.
- d) You acknowledge that Indegu will use the email address you provide as the primary method for communication.
- e) You are responsible for keeping your password secure. Indegu cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
- f) You are responsible for all activity and content such as videos, files, data, graphics, photos and links that is uploaded to your Indegu Creator or Learner account.
- g) A breach or violation of any term in the Terms of Service as determined in the sole discretion of Indegu will result in an immediate termination of your Services.

7.2 User Accounts

To access the Platform, You are required to register for an account ("Account"). For example, to enrol in a Creator's course or other service, You will be required to create a Learner Account associated with the Creator's course. When You register for an account, You agree to provide true, accurate, current and complete information and to keep your account up to date.



7.3 Creator Accounts

To sign up for the Platform as a Creator, you will need Indegu to create a Creator account. Creators are deemed the contracting party (“Primary Owner”) for the purposes of our Terms.

If you are signing up as a Creator on behalf of your employer, your employer shall be the Primary Owner of the account and any associated course(s). If you are signing up on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms.

7.4 Account Ownership Disputes

In the unlikely event that there is a dispute over the ownership of an account, Indegu has the right to request additional information from You to determine ownership and settle the dispute. The information that We may request to assist in resolving ownership disputes includes, but is not limited to, the following:

- A copy of Your photo ID.
- Your business documents, including a Charter, Certificate of Incorporation, LLC.
- Agreement, business license, or other documentation showing ownership of Your entity.
- Your billing information and details.
- Certified copies of your tax forms.
- Other documentation as we deem necessary to settle the dispute.

Should a dispute arise, Indegu reserves the right determine the account ownership in its sole judgment, and the ability to transfer the account to the rightful owner, unless otherwise prohibited by law.

8. General Condition of Use

The following general conditions apply to the Creator use of the Platform:

- 8.1 Technical support is only provided to paying Creators and is only available via email.
- 8.2 You are responsible for the conduct on your Account and the conduct of your Learners.
- 8.3 You must ensure that you and your Learners do not:
 - a) Use the Platform for any illegal or unauthorised purpose nor may you, in your use of the Platform, violate any laws in your jurisdiction (including but not limited to copyright laws)
 - b) Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Platform, use of the Platform, or access to the Platform without our expressed written permission
 - c) Misuse the Platform by interfering with normal operation, or attempting to access them using a method other than through the interfaces and instructions we provide
 - d) Purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Indegu or Indegu trademarks and/or variations and misspellings thereof

- e) Circumvent or attempt to circumvent any limitations imposed on your account
- f) probe, scan, or test the vulnerability of any Indegu system or network, unless we have given you prior written authorisation
- g) Decipher, decompile, disassemble, translate, create derivative works, reverse engineer, or otherwise attempt to reconstruct, identify or discover any source code, algorithms, underlying ideas or underlying user interface techniques in the Platform or any of the software used to provide the Platform, or attempt to do so
- h) Directly or indirectly identify a customer contrary to the terms of any Confidentiality Notice or other privacy setting, or attempt to do so
- i) Use the Platform to collect or store any sensitive information (“Sensitive Information”) including personal health information, banking and credit card information, and if you do use Indegu to collect, store or otherwise process any Sensitive Information you do so at your own risk and you are responsible for ensuring compliance with all applicable laws
- j) Use the Platform to infringe the Intellectual Property Rights of others, or to commit any unlawful activity
- k) Attempt to circumvent any license, timing or use restrictions that are built into the Platform
- l) Lend, resell, lease or sublicense or otherwise use the Platform for the benefit of a third party, unless we have given you prior written authorisation

9. Code of Conduct for Creators and Learners

The following are Indegu’s rights regarding the Services and these Terms of Use. If You violate this Code of Conduct, we reserve the right to remove You and any of Your User Content from the Platform. Whether conduct violates our Code of Conduct will be determined in Indegu’s sole discretion.

9.1 No Illegal Activity:

You are not allowed to use our Platform to engage in any kind of conduct that violates any applicable UK or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the UK or other countries).

9.2 No Bad Conduct:

Do not use the Platform to transmit, distribute, send, or otherwise expose the Platform or its Users to viruses, worms, or any other code that may be deemed dangerous, harmful, or destructive in any manner.

9.3 No Spamming:

You may not use the Platform to engage in any activities that will result in sending spam to anyone on the Indegu Platform, including Indegu (and its employees), Creators, and Learners.



9.4 Be Civil:

Verbal or written abuse of any kind (including threats of abuse or retribution) by a Learner, Creator or a representative thereof directed at any Indegu customer, Indegu employee, member, or officer will result in immediate account termination.

9.5 No Exploitation:

You will not use the Platform to try to gather personal information on anyone outside of the limited permissible uses for offering or accessing User Content.

9.6 No Impersonation:

You will not impersonate anyone on the Platform, including Indegu Ltd (and its employees), Creators, and Learners.

9.7 No Data Mining or Bots:

You may not use any data mining, robots, or similar data gathering or extraction methods.

9.8 No Use Other Than Intended:

You may not use the Platform or any User Content contained on the Platform for any purposes other than intended.

9.9 No Prohibited Content:

You may not use the Platform if Your User Content contains material that is libellous, slanderous, pornographic, obscene, unlawful, threatening, hateful, violent, predatory, defamatory, or otherwise objectionable, all of which shall be determined in Our sole discretion.

10. Intellectual Property and Terms that Apply to Your Data

In operating our Platform, it's important for us to make it clear who owns what and who's responsible for what. You are trusting us with Your content and consistent with Indegu's genuine belief in transparency we want to make it simple for You to know exactly what You are getting into when You join the Indegu Ltd community.

10.1 What Indegu Owns

All right, title, and interest in and to the Platform, including our information, software, technology, data, applications, logos, marks, designs, text, graphics, pictures, audio and video files, other data or copyrightable materials or content, and their selection and arrangement, is referred to herein as "Indegu Content", and is and will remain the exclusive property of Indegu and its licensors. Indegu Content is protected by intellectual property rights both in the United Kingdom and internationally.

Your use of the Platform under these Terms does not give you additional rights in the Platform or ownership of any intellectual property rights associated with the Platform,



including, but not limited to, any rights to use Indegu's trademarks, logos, domain names, and other distinctive brand features. Subject to Your compliance with and the limitations set forth in these Terms, Indegu grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Platform and/or Indegu Ltd Services to fulfil your personal and commercial purposes.

10.2 What You Own

We do not claim any intellectual property rights over the material you provide to Indegu including Content. Any data, information or material originated by you that you upload or otherwise transmit through the Platform, including Creator Content, ("User Content") is and remains Yours. Indegu does not claim any intellectual property rights over User Content by virtue of Your use of the Platform and/or Indegu Ltd Services.

By uploading User Content to the Platform, You agree that:

1. Indegu may review User Content for any reason, including compliance with our Code of Conduct and prohibited content requirements, but Indegu has no obligation to review anything that You upload.
2. Indegu may display User Content to other users (e.g. Your Learners) via the Platform for the purpose of providing training services.
3. You agree that by allowing Indegu to upload User Content to Our Platform, You are allowing Us to store Your User Content.
4. You agree to provide Indegu with all necessary licenses, including a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use (e.g. to display or transmit) User Content in furtherance of the Indegu (In other words, because You own Your Content, You have to give Us permission to display it, or to use it for internal operational purposes, like storing it on Our servers).
5. You are responsible for and own, or have the rights to use, all of Your User Content.

10.3 Your Posts

The Platform may include features that permits You to post, upload or transmit content that is intended to be viewed by other users ("Posts"). For example, Creators participating in video conferencing sessions will have the opportunity to submit Posts to other members of the community. For the avoidance of doubt, Posts exclude User Content (including Creator Content).

By submitting Posts to the Platform, you grant Indegu a perpetual, irrevocable, royalty-free, worldwide, non-exclusive right and license, including the right to grant sublicenses to third parties, to use, reproduce, publicly display, publicly perform, prepare derivative works from and distribute Your Posts for any purpose. Indegu may exercise all copyright, publicity, and moral rights, in any media, with respect to Your Posts.



10.4 Content Free of Infringement of Any Third-Party Rights

1. You agree that Your User Content and/or Posts do not infringe upon anyone else's intellectual property rights and that You have secured or obtained or received all necessary rights and permissions, as necessary, from any third parties who may own the content.
2. In plain language, this means that if You're using someone else's work (including videos, text, charts, PowerPoints, etc.) in Your User Content or Posts, You have gained the content owner's permission to use it. You wouldn't want anyone selling any of Your User Content without Your permission. If You are going to use something that You didn't create, make sure You can demonstrate that You have the right to use it before You make it a part of Your User Content.

10.5 Feedback

You may choose or we may invite You to submit suggestions, recommendations, enhancement requests or other feedback about Indegu or the Platform ("Feedback"). By submitting any Feedback, You agree that such Feedback is gratuitous, unsolicited, and without restriction, and You grant us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate any Feedback into Indegu and/or the Platform. We actively review Feedback for new ideas. If You wish to preserve any interest You might have in your Feedback, You should not post them to the Platform or send them to us.

10.6 Processing of Data by Creators

1. Creators are responsible for protecting all personal information they provide to, or receive from, Indegu in connection with the use of Indegu Ltd Services. Indegu's Data Processing Agreement ("DPA") forms part of these Terms and sets out Indegu's and Creator's obligations with respect to the processing of personal information. Creators agree to abide by the DPA when and to the extent Data Protection Laws apply to a Creator's use of Indegu Ltd Services to process Learner Data or Creator Data (as these terms are defined in the DPA).
2. Creators are considered controllers or "owners" of the personal information they collect from and about Learners. In addition to agreeing to the terms of the DPA, Creators are also responsible for providing an appropriate privacy notice to their Learners, respecting their Learners' privacy rights in accordance with applicable law, and providing access to or deleting Learners' personal information if they request and as required by applicable law.



11. Indegu's General Rights in Operating Its Platform

- 11.1 Indegu may modify, terminate, or refuse to provide Indegu Ltd Services at any time for any reason, without notice.
- 11.2 Indegu may remove anyone from the Platform at any time for any reason, solely in Indegu's discretion. This right is not modified by any other section of these Terms.
- 11.3 Indegu reserves the right to access Your account, course, and User Content in order to respond to requests for technical support, to maintain the safety and security of the Platform, and for other legitimate business purposes, as necessary, in Indegu's discretion.
- 11.4 Indegu may, but has no obligation to, monitor any User Content that appears on the Platform or review any conduct occurring through the Platform, including any interactions between Creators and Learners and Indegu employees.
- 11.5 Indegu reserves the right to modify, suspend, or alter its refund policy, at its sole discretion.
- 11.6 If You close Your account or terminate Your course, Indegu may keep a copy of Your User Content after termination. You grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for compliance with any relevant laws and regulations and for our internal business purposes, subject to applicable law.
- 11.7 Indegu reserves the right to remove You and Your User Content without warning if You violate any of the provisions of these Terms.
- 11.8 Indegu has, in its sole discretion, an absolute right to modify, change, alter, suspend, or terminate any provision of these Terms without warning at any time.

12. Copyright Violations and the DMCA

- 12.1 If Indegu has good belief that any content (including Creator Content) appearing on its Platform violates any copyrights or has been illegally copyrighted, Indegu reserves the right to remove, block, or otherwise 'take down' the content. Indegu also reserves the right to remove from the Platform any Creators, Learners, or other parties, who are repeat offenders.

1. Reporting Copyright Infringement:

- a) If you believe that content on the Platform is infringing on your copyrights, please email enquiries@indegu.co.uk detailing the copyright infringement to Indegu for review.
- b) If your submission contains all of the information required Indegu will expeditiously remove or disable access to the content alleged to be infringing.
- c) Please note that when Indegu removes content in response to a copyright infringement, Indegu will attempt to contact the party who posted the content. You report as infringing and provided information about the notice and removal,



including information about how to submit a counter notice. Indegu may also send a copy of any notices received to the affected party.

2. Copyright Counter Claim Procedure:

- a) If Your content is removed due to the reporting of copyright and you believe that your content was wrongly removed, you may send Indegu what is known as a counter claim.
- b) Your counter claim must contain:
 - A physical or electronic signature
 - Identification of what was removed and the location where the material appeared before it was removed
 - A statement under penalty of perjury that you have good belief that the material was removed because of a mistake or misidentification
 - Your name, address, and telephone number
- c) Your counter claim must be sent to Indegu at enquiries@indegu.co.uk.
- d) Please note that a copy of any counter claim received will be sent to the party who reported the content as infringing.

3. Repeat Infringement Policy:

As stated above, Indegu do not look favourably on anyone who is using someone else's intellectual property without permission. Should Indegu receive two or more complaints regarding any Creator, Indegu may remove that Creator from the Platform without further warning. Note: as stated in our Indegu Rights section, we still reserve the right to remove any course at any time for any reason. This Repeat Infringement section does not change that right in any way.

12.2 Trademark Violations

Indegu reserves the right to remove access to content that it knows, or has reason to know, violates the rights of trademark owners. Please note that Indegu will send a copy of any trademark infringement claim received to the user who posted the content you report as infringing.

1. Reporting Trademark Infringement:

- a) If you believe that a user of the Platform is infringing your registered trademark, please complete forward your claim to Indegu for review. (For copyright infringement claims, refer to Section 12.1 above).
- b) If your submission contains all of the information required and demonstrates that a user of the Platform is infringing your registered trademark by using your trademark in connection with the goods or services covered by your registration, Indegu will take appropriate action, which may include removing access to the infringing content and/or terminating the user.



Do note Indegu is not a court of law and there may be times that we cannot take action based on the information that you submit in our online form. In such cases, we may refuse to take action, and if warranted, you may resubmit the online form with additional information and materials requested by the form that were not previously submitted.

2. Counter Claim Procedure:

- a) If Your content is removed due to the receipt of a Trademark notice, you may send Indegu a counter claim if you believe that your content was wrongly removed.
- b) If Indegu receives a counter claim that denies the infringement claim and asserts that it has a good faith basis for doing so, Indegu may choose not to remove the allegedly infringing content but will put you in contact with the user so that you and the user can address the matter directly.

13. Third Party Communications

By using Indegu Ltd's Platform, You may receive communications from third parties (e.g. a Creator may communicate with a Learner). Indegu is not responsible for these communications and shall not have any liability in connection with them. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any such third-party communications. Indegu assumes no responsibility for verifying and makes no representations or warranties regarding the identity or trustworthiness of the source or content of any such third-party communications.

14. Third-Party Offerings

Through the Platform, You will have the ability to access content, links to websites, products and services provided by Creators, Learners, and other third parties ("Third-Party Offerings"). Your use of any Third-Party Offerings provided on this Platform or a third-party website is at Your own risk. Indegu does not monitor or have any control over and makes no claim or representation regarding Third-Party Offerings and accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Offerings. You should review applicable terms and policies, including privacy and data gathering practices, of any third party, and should make whatever investigation You feel necessary or appropriate before proceeding with any transaction with any third party.



15. Payments

The Website and Platform is directed to people residing in the United Kingdom. We do not represent that content available on or through the Website or Platform is available in other locations. Should a Creator want to sell outside of the UK please contact us at enquiries@indeggu.co.uk.

Indegu operates a payment gateway for Creators who use our Platform. A valid credit card is required for accounts able to process orders using the Indegu Payment Gateway. The use of the gateway is covered by the terms of this section.

15.1 Indegu Payment Gateway

1. Appointment of Indegu as a Limited Payment Collection Agent for Indegu Payment Gateway:

Each Creator collecting payment for services provided on the Indegu Ltd platform via Indegu Payment Gateway hereby appoints Indegu as the Creator's payment collection agent solely for the limited purpose of accepting funds from Learners purchasing such services.

- a) Each Creator agrees that payment made by a Learner through the Indegu Payment Gateway shall be considered the same as a payment made directly to the Creator, and the Creator will provide the purchased services to the Learner in the agreed manner as if the Creator has received the payment directly from the Learner. Each Creator agrees that Indegu may refund the Learner in accordance with the Terms. Each Creator understands that Indegu's obligation to pay the Creator is subject to and conditional upon successful receipt of the associated payments from Learners. Indegu guarantees payments to Creators only for such amounts that have been successfully received by Indegu from Learners in accordance with these Terms. In accepting appointment as the limited payment collection agent of the Creator, Indegu assumes no liability for any acts or omissions of the Creator.
- b) Each Learner acknowledges and agrees that Indegu acts as the Creator's payment collection agent for the limited purpose of accepting payments from you on behalf of the Creator. Upon payment of the funds to Indegu, the Learner's payment obligation to the Creator for the agreed amount is extinguished, and Indegu is responsible for remitting the funds to the Creator in the manner described in these Terms, which constitute Indegu's agreement with the Learner. In the event that Indegu does not remit any such amounts once successfully received from the Learner, the Creator will have recourse only against Indegu and not the Learner directly.



2. Indegu Payments:

The payment provider (Stripe) will charge a fee for every transaction processed through the Indegu Payment Gateway, including purchase/payment transactions and credit/refund/return transactions. Please get in touch for up-to-date Stripe fees. All Indegu Payment Gateway fees will be deducted before the funds are sent to the Creator. The fees associated with Indegu Payments are subject to change, in Indegu's sole discretion. By using Indegu Payments, You agree to the fees as set by Indegu.

15.2 Chargebacks

Creators may be charged a fee for any chargeback on credit card, debit card, or Stripe transaction that is processed through the Indegu Payment Gateways. Please get in touch for up-to-date Stripe fees as fees are subject to change.

16. Taxes

Laws governing the collection, reporting and remittance of sales and use taxes, value-added taxes and other similar state, local and foreign taxes are complex. This section of the Terms summarizes Indegu's practices regarding these tax requirements. Please be advised that Indegu's position on these tax matters is subject to change, without notice, and possibly with retroactive effect.

Depending on the laws of the relevant jurisdictions, Creator Content sold by Creators to Learners through the Platform for purchases of courses and other services and transmitted to locations inside and outside of the United Kingdom may be subject to tax.

The rate and amount of tax imposed depends on a number of factors which Indegu considers, including (without limitation):

- The identity of the Creator and/or Learner
- The type of course or service that was purchased, and whether or not it is taxable
- The shipment or delivery address of the Creator or Learner, as applicable

Indegu may request additional information from its customers, which will require You to provide certain information, such as Your legal name, address, e-mail address, and account information for Your bank account, as necessary to fulfil its tax obligations.



16.1 Fees from the sale of Creator Content

For United Kingdom sales tax purposes, Indegu may be deemed to be a “marketplace facilitator” for third-party sales transacted through Indegu’s Payment Gateway. A “marketplace facilitator” is generally defined as the entity that owns or operates the marketplace (platform), and directly or indirectly processes transactions (including the sale of physical property, digital goods and services) on behalf of third-party sellers (“marketplace sellers”).

In the United Kingdom, marketplace facilitator laws and regulations shift the sales tax collection, reporting and remittance obligations from marketplace sellers to the marketplace facilitator. Therefore, where Indegu is deemed a marketplace facilitator, Indegu is responsible for calculating, collecting, remitting, and refunding sales taxes on taxable products and services that are sold over Indegu’s Payment Gateway.

16.2 Exceptions

Indegu will not collect VAT in from Creator sales off Platform: Creators must calculate, collect, report and remit taxes themselves.

16.3 Tax Indemnification

Notwithstanding any provision in these Terms to the contrary, You shall indemnify, defend and hold Indegu and our affiliates and their respective officers, directors, agents and employees harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable legal fees) brought by any third party or governmental claim or demand that involves, relates to or concerns federal, state, county, city, foreign or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. We reserve, and You grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by You hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

17. Pricing of Creator Content

Indegu is not responsible for setting the pricing on Creator Content. Prices for Creator Content are set by the Creator.

18. Refund Policy

We want You to be happy with Indegu Platform. If You're not feeling excited about joining the Indegu community, we have some options for You regarding Your plan.

18.1 Refund Policy for Creators

- a) Content Creation – Creators are entitled to a full no-questions-asked refund within fourteen (14) days of first signing up for Your content to be created and uploaded to the Platform. Any work completed within this fourteen (14) day period is chargeable and will be deducted from any refund. Simply let us know in writing that You're cancelling the plan within fourteen (14) days of Your agreement.
- b) Content Hosting - Creators are entitled to a full no-questions-asked refund within fourteen (14) days of first signing up for annual hosting. Simply let us know in writing that You're cancelling the plan within fourteen (14) days of Your sign-up.
- c) Abuse of the Refund Policy - Indegu reserves the right to refuse refunds to Creators who abuse this Refund Policy. Examples of abuse include, but are not limited to, requesting refunds for multiple courses or requesting refunds in consecutive months.

18.2 Refund Policy for Sales of Creator Content to Learners

1. Courses

- a) In general, all Learners purchasing courses that are a part of the Indegu Payment Gateway are entitled to a fourteen (14) day full refund from the date of purchase. Unless authorised by Indegu in Indegu's sole discretion, no Creator on the Indegu Payment Gateway may offer to Learners a refund policy for a period of less than fourteen (14) days.
- b) If a Creator has been allowed to offer a refund period that differs from Indegu's general policy, the Creator must provide notice to Learners prior to the purchase of the course.
- c) Indegu reserves the right to refuse refunds to Learners who abuse this Refund Policy. Examples of abuse include, but are not limited to, requesting refunds for multiple courses or requesting refunds in consecutive months.
- d) Indegu reserves the right to refuse refunds to Learners who have completed the course(s) and generated a certificate
- e) Regardless of any other section to the contrary in these Terms, Indegu does not establish, maintain, or control refunds or a refund policy for any Creator Content that was processed through any other means than the Indegu Payment Gateway.

2. Bundled Products

If a Creator sells a set of courses as a bundled package, the refund policy applicable for courses will apply, as provided in section 18.2(1).

18.3. General Provisions

- a) It is the Learner's responsibility to understand the refund policy for Creator Content prior to purchasing such Creator Content.
- b) Indegu reserves the right to provide a refund to any Learner at any time in Indegu's sole discretion.

19. Cancellation and Deletion

19.1 Deletion

1. You may delete Your account at any time.
2. Any account on not currently subscribed to any courses may be deleted if it remains inactive (e.g., the user fails to log in) for a continuous period of at least six (6) months. Activity will be determined by Indegu in its sole discretion.
3. Accounts that are currently subscribed to at least one (1) course will be considered active accounts unless You explicitly ask us to delete Your account.
4. If Your account is deleted (regardless of the reason), Your User Content will no longer be available. Indegu is not responsible for the loss of such content upon deletion.
5. Upon deletion of Your account (regardless of the reason), all licenses granted by Indegu will terminate.

19.2 Effect of Cancellation/Deletion

A course cannot be deleted whilst there are subscribed Learners registered to it. Once a course has removed all of the Learners may be deleted. In the case of cancellation or deletion of a course or account, the user may no longer have access to Indegu Content and/or User Content (including Creator Content). Further, User Content (including Creator Content) may be irretrievable.

Indegu shall not be liable to any party in any way for the inability to access Indegu Content or User Content (including Creator Content) arising from any cancellation or deletion, including any claims of interference with business or contractual relations.

20. Errors and Corrections

Indegu does not guarantee that the Platform or any services offered through the Platform will be error-free or otherwise reliable, nor does Indegu guarantee that defects will be corrected or that any offerings through the Platform will always be accessible. Indegu may make improvements and/or changes to the Platform and their features and functionality at any time, and will use commercially reasonable efforts to avoid disrupting peak hours, though some downtime may occur. Errors in Content are the responsibility of the Creator who owns the Content.

We reserve the right to amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some or all of the Platform to Creators and Learners.

21. Limitations of Liability

In running the Platform, we require that You understand and agree that Indegu is not liable for a number of things, including Your breach of these Terms and losses that may result from Your use



of the Platform. We also require that You understand and agree that the Platform is offered As Is and may not always be 100% perfect or reliable and that Indegu doesn't warrant or guarantee that it will always be free of errors or defects. Any claims for damages against Indegu will be limited to a portion of the fees You have paid us.

Our limitations of liability are as follows:

- You agree that Indegu, including its employees, officers, directors, and agents, shall not be liable for any kind of loss, injury, claim, or damages resulting from Your use of the Indegu Platform.
- You agree that Indegu shall not be liable for any injuries, losses, claims, or damages that result from Your use or engagement with third party content, downloads, or communications.
- Indegu is not liable for any losses or damage caused by any viruses, distributed denial of service attacks, and any and all other malicious computer code. Malicious computer code means computer code or other mechanisms of any kind designed to disrupt, disable or harm in any manner the operation of any software or hardware or other business processes or to misuse, gain unauthorized access to or misappropriate any business or personal information, including worms, bombs, backdoors, clocks, timers, or other disabling device code, or designs or routines that cause software or information to be erased, inoperable, or otherwise incapable of being used, either automatically or with passage of time or upon command. Indegu does not guarantee that any files available for downloading from the Platform will be completely free from viruses or other harmful computer code.
- The Indegu Platform is provided to You on an "As Is, As Available" basis. As such, You agree to have an external method of recovering any lost data that may be uploaded to the Indegu Platform.
- Indegu disclaims any warranties to the Platform and the content contained therein, including warranties for merchantability, fitness for a particular purpose, non-infringement, or title.
- Indegu shall not be liable for any special, direct, indirect, incidental, punitive, or consequential damages, resulting from the use of or inability to use the Platform.
- You agree that Indegu shall not be liable for any losses, injuries, claims, or damages from Your violation or breach of these Terms. You agree to indemnify, defend, and hold harmless Indegu, its present and future officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Platform from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms by You or arising from or related to Your use or misuse of the Platform (including, without limitation, use in contravention of these Terms, other Indegu policies, and copyright and other intellectual property law)
- You are solely responsible for ensuring that Your use of the Platform complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits or



grievances filed against You, including, but not limited to, all damages related to Your use of the Platform.

- You may not assign Your rights under these Terms without Indegu's prior written consent.
- Should Indegu's limitation of liability not be applicable, Indegu's sole obligation to You, or any third party, for damages shall not exceed the amounts paid by You to Indegu over the prior twelve (12) months directly preceding Your claim, unless otherwise required by law.
- You agree that Indegu shall not be liable for any content that appears on the Platform.
- Except as set forth herein, nothing express or implied in these Terms is intended or implied to confer, and nothing herein shall confer, any rights, remedies, liabilities, or obligations whatsoever upon any person or entity.
- You agree that any cause of action or claim that You may have against Indegu must be brought against us within one (1) year after the cause of action or claim arises. Should You not commence such cause of action or claim within this time period, it shall be barred.

22. Remedies for Violations

Indegu reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to removing Creators and Learners from the Platform, the right to block access to the Platform from a particular IP address or other user identifier, or to refer the violation to the appropriate law enforcement authorities.

23. Communications

Indegu may notify You of relevant information regarding the Platform and Indegu Services in any of the following ways:

- (a) By emailing You at the contact information You provide in Your account registration
- (b) By posting a notice in dashboard areas of the Platform
- (c) By posting the notice elsewhere on the Platform in an area suitable to the notice.

It is Your responsibility to periodically review the Platform for such notices.

24. Governing Law and Jurisdiction; Disputes and Arbitration

These Terms of Sale shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.



25. Privacy

Your use of the Platform is subject to our Privacy Policy.

26. Entire Agreement; Severability of Provisions; No Waiver

- 26.1 These Terms of Use incorporate by reference any notices contained on the Platform, including within the Privacy Policy, and constitute the entire agreement with respect to access to and use of anything offered by Indegu, including the Platform, Indegu Services, and any Indegu Content.
- 26.2 If any provision of these Terms is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.
- 26.3 No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

27. Changes to the Terms of Use

Indegu may review and update these Terms at any time in our sole discretion and it is Your responsibility to stay informed of those changes. All changes are effective immediately when posted and apply to all uses of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that You accept and agree to be bound by the changes. Please check this webpage periodically for updates.

28. Titles/Headings

The headings and titles of sections to these Terms have been inserted for the convenience of reference for the parties and are for informational purposes only and shall not be deemed to be a part of the language of these Terms. Neither You nor Indegu shall rely on, or interpret substantively, the headings when construing the meaning of each section or these Terms as a whole.

29. Gender/Plural

Whenever such wording may appear in these Terms, words in the singular shall mean and include the plural and vice versa and words in the feminine shall mean and include the masculine and vice versa.



30. Contact Us

If You have questions or concerns regarding these Terms, the Website or Platform, Indegu Services, or User Content, You may contact Us via physical or electronic mail at the address below.

Note: The Indegu office is not open to the public: Indegu Ltd, Unit 14, Elgar Business Centre, Moseley Road, Worcester, WR2 6NJ Email: enquiries@indegucocuk.