

## **Terms of Use — IIB Edutech Platform (Introductory Section — Rewritten & Original Text)**

Welcome to IIB Edutech Inc. Before using the IIB Edutech online platform, including our website located at [www.iibedutech.com](http://www.iibedutech.com)

And any related websites or services operated by us (together, the “Platform”), please read these Terms and Conditions and our Privacy Policy available at <https://iibedutech.com/privacy-policy>

(Collectively, the “Agreement”).

These Terms and Conditions apply to your access to and use of the Platform, whether you are acting on your own behalf or on behalf of an organization, institution, agency, or other entity.

By accessing or using the Platform, clicking “Accept”, or entering into any order form or services agreement that references these Terms and Conditions, you acknowledge and agree that you are entering into a binding agreement with IIB Edutech Inc. (“IIB”, “we”, “us”, or “our”), and that you accept and agree to comply with this Agreement in full. If you do not agree to these Terms and Conditions or any referenced policies or agreements, you must not access or use the Platform.

If there is any inconsistency between these Terms and Conditions and any separate written agreement you have with IIB (including any recruitment partner, counsellor, or service agreement), the terms of that separate written agreement will prevail to the extent of the inconsistency.

By agreeing to this Agreement, you confirm that you are of legal age to enter into binding contracts in your jurisdiction, that you have the legal authority to do so, and that all information you provide to us is true, accurate, current, and complete. If you are using the Platform on behalf of another person or entity, you represent and warrant that you are authorized to bind that person or entity to this Agreement.

If you have any questions about these Terms and Conditions, please contact us at [info@iibedutech.com](mailto:info@iibedutech.com)

### 1. Definitions (Rewritten for IIB Edutech Inc.)

For the purposes of these Terms and Conditions, the following words and expressions shall have the meanings set out below:

“Access Credentials” has the meaning assigned in Section 4 of these Terms and Conditions.

“Agreement” means these Terms and Conditions together with the Privacy Policy and any other document that is expressly incorporated by reference, as amended from time to time.

“Applicable Law” means any statute, regulation, rule, code, directive, guideline, order, judgment, policy, notice or other legal requirement in force at any time and issued by any governmental, regulatory, administrative, judicial or quasi-governmental body having jurisdiction over a Party, person, service, transaction, property or activity governed by this Agreement.

“Application” means a formal submission made on behalf of a Student to an educational institution or program through the IIB Edutech Platform, together with supporting information and documentation required by that institution or program.

“IIB Group” has the meaning assigned in Section 18 of these Terms and Conditions.

“IIB Partner” means any school, institution, organization, company or individual that has entered into a written agreement with IIB Edutech Inc. to use, promote, or otherwise integrate the IIB Edutech Platform or related services.

“IIB Partner Agreement” means a written agreement entered into between IIB Edutech Inc. and an IIB Partner governing the provision of international student recruitment or related services.

“IIB Edutech Platform” or “Platform” means the IIB Edutech website located at [www.iibedutech.com](http://www.iibedutech.com)

Together with any related web-based or digital systems, tools, services, technology and functionality made available by IIB Edutech Inc. to support student recruitment, program search, application submission and acceptance processes.

“Claim” has the meaning assigned in Section 18 of these Terms and Conditions.

“Confidential Information” means any non-public, proprietary or confidential information of IIB Edutech Inc., including information relating to the Platform, business strategies, financial data, customer or user information, technology, processes, software, marketing plans, intellectual property, research and development activities and any other information identified or reasonably understood as confidential.

“Content” means all text, data, images, graphics, audio, video, software, trademarks, logos, branding and other material or information made available on or through the IIB Edutech Platform.

“Counsellor” means an individual who independently assists prospective students with study-abroad research and admission processes and who is not operating within a business entity, and who has entered into a Recruitment Partner or Counsellor Services Agreement with IIB Edutech Inc.

“De-Identified Data” has the meaning assigned in Section 7 of these Terms and Conditions.

“Educational Records” has the meaning assigned in Section 21 of these Terms and Conditions.

“Feedback” has the meaning assigned in Section 11 of these Terms and Conditions.

“Governmental or Regulatory Authority” means any federal, provincial, state, territorial, municipal, local or international governmental body, regulatory authority, court, tribunal, commission, agency or other entity having jurisdiction over a Party, person, service, or matter governed by this Agreement.

“Party” means either IIB Edutech Inc. or you, and “Parties” means both of us collectively.

“Personal Information” means information about an identifiable individual as defined under applicable privacy legislation.

“Privacy Policy” means the IIB Edutech Privacy Policy referenced in Section 6 of these Terms and Conditions, as updated from time to time.

“Program” means any academic, vocational, language, pathway, training or similar course of study or educational offering made available by a school or other approved provider.

“Recruitment Partner” means an individual or business that assists students with research, admissions support and related services and that has entered into a Recruitment Partner or Counsellor Services Agreement with IIB Edutech Inc.

“Recruitment Partner / Counsellor Services Agreement” means a written agreement between IIB Edutech Inc. and a Recruitment Partner or Counsellor governing the provision of student recruitment services.

“School” means any educational institution that delivers learning programs to enrolled students.

“Services” means any web-based services, systems, tools, features or products that IIB Edutech Inc. makes available through the Platform or pursuant to a written agreement.

“Student” means an individual researching or applying for educational opportunities using the IIB Edutech Platform either directly or through a Recruitment Partner or Counsellor.

“Submission” has the meaning assigned in Section 12 of these Terms and Conditions.

“Terms and Conditions” means this document, as amended from time to time.

“Third-Party Provider” means an external organization contracted by a School or provider to deliver language or other educational modules or services.

“User” or “user” means any individual authorized to access or use the IIB Edutech Platform, including employees, contractors, representatives or agents acting on behalf of an organization.

“You” or “your” means the person or entity accessing or using the IIB Edutech Platform or receiving the Services.

## 2. Application of these Terms and Conditions (Rewritten for IIB Edutech Inc.)

These Terms and Conditions govern your access to and use of the IIB Edutech Platform and any Services that we make available through it. Provided that you comply with these Terms and Conditions, IIB Edutech Inc. (“IIB”) will use commercially reasonable efforts to provide you with access to the Platform and the Services in accordance with any instructions, policies, manuals, or other guidance that we may issue from time to time.

These Terms and Conditions apply to all users of the IIB Edutech Platform. However, certain sections contain provisions that apply only to specific categories of users, as follows:

Section 21 applies specifically to Students

Section 22 applies specifically to Recruitment Partners and Counsellors

Section 23 applies specifically to IIB Partners (educational institutions and other participating organizations)

## 3. Changes to these Terms and Conditions and to the IIB Edutech Platform (Rewritten for IIB Edutech Inc.)

Unless restricted by Applicable Law, IIB Edutech Inc. (“IIB”) may revise or replace these Terms and Conditions at any time by posting the updated version on the IIB Edutech Platform. It is your responsibility to review the Platform periodically to stay informed of any updates. If you continue to access or use the Platform after revised Terms and Conditions have been posted, you will be deemed to have accepted the updated version.

IIB also reserves the right, at any time and without prior notice, to modify, suspend, discontinue, or restrict access to all or any part of the Platform or any Content made available through it. This may include actions taken for reasons such as:

- (i) Scheduled or unscheduled maintenance;
- (ii) A breach or suspected breach of these Terms and Conditions by you; or
- (iii) Responding to security risks or other urgent operational concerns.

#### 4. Registration and Account Information (Rewritten for IIB Edutech Inc.)

In order to access or use certain features of the IIB Edutech Platform, you may be required to create a user account, be issued an access key, or be granted access through another authorization method agreed upon in writing between you and IIB Edutech Inc. (“IIB”). When registering or otherwise providing account information, you agree to ensure that all information supplied is accurate, complete and up to date, and you agree to update such information as necessary to keep it current.

IIB reserves the right, at its discretion, to approve or decline any registration or request for access, and to suspend or terminate any account or authorization if we believe that the information provided is false, incomplete, out-dated or misleading, or for any other legitimate business reason.

You are solely responsible for safeguarding your username, password, access key or any other credentials used to access the Platform (collectively, “Access Information”). Any use of the Platform made using your Access Information will be deemed to have been made by you, and IIB shall not be liable for any loss or damage arising from unauthorized use of your Access Information.

#### 5. Licence to Use the IIB Edutech Platform (Rewritten for IIB Edutech Inc.)

Subject to your continued compliance with this Agreement and any usage restrictions applicable to the Content, IIB Edutech Inc. (“IIB”) grants you a limited, personal, non-exclusive, non-transferable and revocable licence to access and use the IIB Edutech Platform solely for the purpose of utilizing the Services and Content made available to you through the Platform.

#### 6. Your Data (Rewritten for IIB Edutech Inc.)

By accessing or using the IIB Edutech Platform or Services, you acknowledge that information about you may be collected and processed for various operational and service-related purposes. Any Personal Information that you provide to IIB Edutech Inc. (“IIB”) will be handled in accordance with the IIB Privacy Policy, as amended from time to time.

IIB may disclose Personal Information where required or permitted by Applicable Law, pursuant to a lawful request, court order, investigation, or direction from a governmental or regulatory authority.

## When you provide information to IIB

Information about you may be collected in different ways depending on how you use the Platform and Services. Whenever IIB requests to collect, use, disclose, store, or otherwise handle your Personal Information, IIB will explain the purpose of such collection and, where required, obtain your consent prior to doing so. The purposes for such collection and use are further described in this Agreement and in the Privacy Policy.

Where IIB receives your Personal Information from a third party, IIB relies on that third party to have notified you of such sharing and to have obtained all required consents.

- Specific circumstances
- Visitors to the Platform

With your consent where required, IIB may collect cookies, usage data and metadata for purposes including analytics, service improvement, and security monitoring and account administration.

- Students submitting Applications through the Platform

With your consent, IIB may collect additional Personal Information necessary to process an Application or provide Services. This may include, without limitation:

Name and contact details, nationality and immigration status, date of birth, address information, emergency contacts, education history, transcripts, test scores, passport and identity details, financial information, employment information, visa-related information, and health-related information where required by a School or authority.

- Recruitment Partners, Counsellors and Institutional Users

With your consent where applicable, IIB may collect Personal Information for identity verification, account administration, analytics, compliance and service delivery.

- Accuracy of data

You agree that all Personal Information and other data you submit to the Platform or otherwise provide to IIB is true, complete and accurate at the time it is provided, and that you will promptly update such information as necessary. This may include information required to:

- Process a Student's Application,
- Support Student management by a Recruitment Partner or Counsellor, or
- Enable a School or IIB Partner to administer Student Applications.

Where payment details are required, you must provide current and accurate billing and payment information to IIB or its third-party payment processor.

- Ownership and access

Personal Information about you remains your property. Subject to Applicable Law, you may request access to, correction of, or deletion of your Personal Information in accordance with the IIB Privacy Policy.

By using the Platform or Services, you acknowledge that your information may be reviewed by authorized IIB personnel and, where necessary and lawful, may be shared with IIB Partners, service providers, Schools, visa and testing authorities, professional bodies, payment processors, technology vendors, and governmental or regulatory authorities. Where consent is required, IIB will obtain it prior to such disclosure.

➤ Storage of your data

Personal Information collected through the Platform may be stored on servers located outside of Canada or India. By using the Platform, you acknowledge that such information may be subject to the laws of the jurisdiction in which it is stored and to the contractual terms governing IIB's cloud hosting or service arrangements.

## 7. De-Identified Data (Rewritten for IIB Edutech Inc.)

IIB Edutech Inc. ("IIB") may collect and compile information relating to your use of the IIB Edutech Platform and the Services. Where such information is combined, aggregated, anonymized or otherwise processed so that it cannot reasonably be used to identify you, it will be treated as de-identified data ("De-Identified Data").

IIB may use De-Identified Data for its legitimate business purposes, including but not limited to:

- Improving, maintaining and developing the Platform and Services
- Monitoring performance and security
- Conducting analytics and research
- Preparing business insights and reports
- Marketing and demonstrating the Platform and Services

IIB may also share De-Identified Data with third parties for the purposes described above, provided that such data does not identify you personally and such use remains consistent with the IIB Privacy Policy.

All intellectual property rights in any analyses, reports, tools, models, software, enhancements or other outputs created through the use of De-Identified Data shall belong exclusively to IIB

## 8. Your Representations and Warranties (Rewritten for IIB Edutech Inc.)

You acknowledge, represent and warrant to IIB Edutech Inc. ("IIB") that:

You will not permit any person other than yourself, or an individual properly authorized by you, to access or use the IIB Edutech Platform through your account or by using your Access Information;

You will use the Platform only in accordance with this Agreement and with all Applicable Laws;

You will comply with all applicable intellectual property laws and will not infringe, misappropriate or otherwise violate the intellectual property or proprietary rights of any third party;

All information and data you provide to IIB is true, accurate, current and complete, and you will promptly update such information if it becomes inaccurate or misleading;

You are solely responsible for all activity carried out through your account or by anyone using your Access Information;

You will not use the Platform to provide services to, or for the benefit of, any third party on a commercial basis unless expressly authorized by IIB in writing;

You have full legal right, power and authority to enter into this Agreement, to grant all rights and licences contemplated herein, to use the Platform, and to upload, submit or otherwise provide any Content or data to IIB;

You possess all necessary legal rights and permissions to access and use any Content and to provide your data for use in connection with the Platform;

You are not identified on any sanctions, restricted or prohibited party lists maintained by any governmental, regulatory or enforcement authority;

You will obtain all required consents, approvals and authorizations from third parties whose data you use or provide in connection with the Platform;

You will ensure that your use of the Platform does not interfere with, disrupt, damage, or adversely affect any network, system, software, data or equipment used by IIB or any other user, including by refraining from uploading viruses, malicious code or imposing unreasonable load on the Platform infrastructure;

You will not use the Platform to engage in, facilitate, or attempt to engage in any unlawful, fraudulent, tortious or otherwise objectionable conduct, including infringement of intellectual property rights, impersonation, fraudulent activities, or violations of privacy rights;

You will not attempt to bypass, disable, interfere with or otherwise compromise any security features or technical measures associated with the Platform;

You will not alter, tamper with, delete or otherwise interfere with any Content or functionality available through the Platform, including website display, submission processes and content-delivery features;

You will cooperate fully with IIB and promptly provide any information reasonably requested to assist IIB or any governmental or regulatory authority in investigating potential breaches of this Agreement or Applicable Law; and

You will comply with the terms of any agreements you have entered into with third parties in connection with your use of the Platform (including internet service providers, device manufacturers, Schools and IIB Partners), and where such agreements impose additional restrictions, you will ensure that your use of the Platform remains consistent with those restrictions.

## 9. Restrictions and Limitations on Your Use of the IIB Edutech Platform (Rewritten for IIB Edutech Inc.)

### 9.1 Usage Policies

Your use of the IIB Edutech Platform is subject to any usage rules, technical requirements, storage limits, operational guidelines, or other policies that IIB Edutech Inc. (“IIB”) may issue from time to time, including those posted electronically on the Platform. You are solely responsible for complying with all such policies and requirements.

### 9.2 Equipment and Services

You are solely responsible for obtaining, installing, maintaining, securing and supporting all equipment, devices, software, telecommunications services, power supply and internet connectivity required to access and use the Platform, other than systems owned and controlled by IIB.

### 9.3 Data Integrity and Back-Up

You acknowledge that IIB cannot guarantee the integrity or preservation of any data transmitted to or stored on the Platform. You are solely responsible for maintaining independent backups of your data and for implementing appropriate safeguards.

#### 9.4 Not Suitable for Time-Critical Use

The Platform is not designed, developed or intended for use in high-risk, time-critical, emergency or mission-critical environments. You must not rely on the Platform where failure, delay or interruption could result in injury, loss, or damage.

#### 9.5 Prohibited and Restricted Conduct

You agree that you will not, and will not authorize or permit any other person to:

Copy, modify, translate, adapt, reverse engineer, decompile, disassemble, decode or otherwise attempt to derive the source code or underlying structure of the Platform or any component of it;

Sell, lease, license, sublicense, transfer, assign, distribute, publish or otherwise make the Platform available to any third party, whether for consideration or otherwise;

Remove, obscure or alter any copyright, trademark or proprietary notice appearing on the Platform or within any Content;

Interfere with, overload, impair or disrupt the servers, networks or systems used to operate the Platform;

Attempt to gain unauthorized access to any account, system, network, data, feature or component of the Platform;

Share or disclose your Access Information to any other person (except, where you are an organization, to authorized personnel acting on your behalf);

Use the Platform to design, develop or support any product or service that competes with the Platform or any IIB offering;

Use the Platform in any manner that contravenes stated usage parameters, documentation or technical limits;

“Frame,” “mirror,” scrape or otherwise incorporate any part of the Platform or Content into another website or service;

Attempt to bypass, defeat or interfere with any encryption, authentication or security mechanism associated with the Platform;

Monitor, intercept, collect or harvest any data, transmissions or communications involving the Platform or its users without lawful authorization;

Upload, transmit or otherwise make available any material that:

contains malware, viruses, worms, spyware, harmful code or destructive elements;

You do not have lawful authority to upload or share;

Is false, misleading, defamatory, threatening, harassing, obscene, hateful, discriminatory, or otherwise objectionable;

Infringes or misappropriates the intellectual property, privacy or other rights of any person; or

Encourages or facilitates conduct that violates Applicable Law or could give rise to civil or criminal liability;

Deploy any bot, automated tool, data-scraping technology or similar mechanism designed to extract, copy or monitor data from the Platform;

Impose an unreasonable or disproportionately large load on the Platform infrastructure;

Deep-link to any internal page of the Platform without IIB's prior written consent;

Remove or obscure any digital labels, watermarks or other proprietary markers;

Create derivative works based on the Platform or any Content;

Use the Platform for unlawful, fraudulent or harmful activities, including money laundering, identity theft or unauthorized impersonation;

Post or transmit any content that is offensive, defamatory, illegal or otherwise inappropriate, as determined by IIB in its reasonable discretion; or

Interfere with, disable, circumvent or otherwise compromise any security controls, access controls or operational safeguards associated with the Platform or any Content.

## 10. Right to Edit and Remove Your Data; Suspension or Termination; Investigations (Rewritten for IIB Edutech Inc.)

### 10.1 Right to Review, Edit or Remove Your Data

Despite anything else contained in this Agreement, IIB Edutech Inc. ("IIB") reserves the right to review any data or content that you store, upload or transmit through the IIB Edutech Platform for the purpose of verifying compliance with this Agreement. IIB may, in its reasonable discretion, edit, restrict access to, or remove any data or content that it considers to be unlawful, offensive, harmful, abusive, misleading, inaccurate, or otherwise inappropriate.

### 10.2 Suspension, Restriction or Termination of Access

IIB may, at any time and without liability to you, impose limits on, restrict, suspend or terminate your access to some or all features of the Platform. Where reasonably practicable, IIB will provide advance notice of such action; however, you acknowledge that prior notice may not always be possible and IIB shall not be responsible for any failure to provide such notice.

IIB also reserves the right to revoke or restrict your access to the Platform where:

Your conduct is abusive, unlawful, fraudulent or otherwise harmful;

Your use of the Platform presents, in IIB's discretion, a security, operational or legal risk to IIB, its users or any third party; or

You breach any provision of this Agreement.

In addition, without limiting any other rights or remedies, IIB may issue warnings, limit functionality, suspend or terminate your account, or refuse to provide Services if:

(a) You breach this Agreement or any incorporated policies;

(b) Information provided by you cannot be verified or authenticated; or

(c) IIB reasonably believes that your actions may cause financial loss, harm or legal exposure to IIB, other users or third parties.

The foregoing remedies are not exclusive, and IIB may pursue any other legal or equitable remedies available. IIB shall have no liability to you or any third party arising from any suspension, restriction or termination of access.

### 10.3 Investigations

IIB reserves the right to investigate any suspected violation of this Agreement and may review your data and activity on the Platform for that purpose. You agree to cooperate fully with IIB and promptly provide any information requested to assist IIB or any governmental or regulatory authority in determining whether a breach of this Agreement or Applicable Law has occurred.

Where relevant, you also agree to cooperate with:

- (a) Governmental or regulatory authorities investigating potential criminal or regulatory offences;
- (b) In the case of Student users, Schools or IIB Partners investigating concerns such as academic misconduct or fraud; and
- (c) System administrators, network operators and other service providers, where such cooperation is reasonably necessary to enable IIB to enforce this Agreement or protect the integrity of the Platform.

## 11. Your Responsibilities (Rewritten for IIB Edutech Inc.)

When using the IIB Edutech Platform, you agree that you will:

Promptly notify IIB Edutech Inc. (“IIB”) if you become aware of, or reasonably suspect, any unauthorized or unlawful use of your account, or any security breach involving your Access Information or the Platform;

Take reasonable steps to prevent unauthorized access to, or misuse of, the Platform;

Comply at all times with all Applicable Laws and regulations, including those relating to intellectual property, data protection, privacy, anti-spam, sanctions and export control; and

Promptly inform IIB of any security incidents or breaches within your own systems that directly or indirectly affect, or may affect, the security or integrity of the Platform or any data processed through it.

In addition, you agree to provide timely and accurate feedback regarding your experience with the Platform, including reporting any errors, defects, bugs, performance issues or other technical problems, together with any supporting information reasonably requested by IIB to assist in diagnosing or resolving such matters (“Feedback”). You acknowledge and agree that IIB may use such Feedback, in its discretion, to improve or enhance the Platform and any related products or services, without obligation or compensation to you.

## 12. Submissions Regarding the Functionality of the IIB Edutech Platform (Rewritten for IIB Edutech Inc.)

Any comments, ideas, feature requests, enhancement suggestions, bug reports or other communications relating to the functionality, performance or operation of the IIB Edutech

Platform that you submit or otherwise communicate to IIB Edutech Inc. (“IIB”) in any form (each, a “Submission”) will be deemed to be non-confidential and non-proprietary. IIB may use, disclose, reproduce, modify, adapt, publish, translate, create derivative works from, distribute or otherwise exploit any Submission for any purpose whatsoever, without restriction, acknowledgement or compensation to you.

You hereby grant to IIB, its affiliates and successors a perpetual, irrevocable, worldwide, royalty-free, transferable and sub licensable licence to use, copy, adapt, modify, distribute, transmit, display, perform, develop and create derivative works from any Submission in connection with the operation, promotion, improvement and development of the Platform and any related services or products.

For clarity, this Section does not apply to Personal Information, which will continue to be handled in accordance with the IIB Privacy Policy.

### 13. Confidential Information (Rewritten for IIB Edutech Inc.)

You agree that all Content, data and other information provided or made available to you by IIB Edutech Inc. (“IIB”), whether through the IIB Edutech Platform or by any other means, is confidential unless expressly stated otherwise or required to be disclosed under Applicable Law.

You acknowledge that during the course of this Agreement you may receive or have access to Confidential Information, including proprietary, technical, commercial, financial or operational information relating to IIB, its business, partners, Students, or users.

#### 13.1 Confidentiality Obligations

At all times during the term of this Agreement and after its termination for any reason, you agree that:

You will keep all Confidential Information strictly confidential and will take all reasonable measures to prevent any unauthorized access, disclosure or use;

You will not disclose, provide, transfer, transmit or otherwise make Confidential Information available to any third party without IIB’s prior written consent, except where disclosure is required by Applicable Law;

You will not use Confidential Information for any purpose other than as reasonably necessary to receive the Services under this Agreement and only with IIB’s prior written consent; and

You will immediately notify IIB in writing if you become aware of any unauthorized use, disclosure or loss of Confidential Information.

#### 13.2 Protection of Your Data

Subject to the rights granted to IIB under this Agreement, IIB will use commercially reasonable safeguards to protect your data while it is within IIB’s control, including technical and organizational security measures appropriate to the nature of the data.

IIB may disclose your data:

To governmental or regulatory authorities where disclosure is required by Applicable Law; or

to its professional advisers, where reasonably necessary to comply with legal obligations or to pursue or defend legal claims relating to this Agreement.

### 13.3 Exclusions

The confidentiality obligations in this Section do not apply to information that a Party can demonstrate:

Is or becomes publicly available through no breach of this Agreement;

Is lawfully disclosed to the receiving Party by a third party without confidentiality restrictions;

Was already lawfully in the receiving Party's possession without confidentiality obligations prior to disclosure; or

is independently developed by the receiving Party without reference to the Confidential Information.

### 13.4 Return or Destruction of Confidential Information

Upon the earlier of (i) termination of this Agreement or (ii) IIB's written request, you must promptly return or securely destroy all Confidential Information in your possession or control, including all copies, summaries or reproductions, unless otherwise required to be retained under Applicable Law.

### 13.5 Equitable Relief

You agree that monetary damages alone may be insufficient to remedy a breach of this Section. Accordingly, IIB will be entitled, in addition to any other remedies available at law or in equity, to seek injunctive or other equitable relief to prevent or restrain any actual or threatened breach of your confidentiality obligations.

## 14. Intellectual Property (Rewritten for IIB Edutech Inc.)

This Agreement grants you the limited right to access and use the IIB Edutech Platform and associated Services in accordance with its terms. It does not transfer or grant to you any ownership interest or licence in any software or intellectual property associated with the Platform.

The Platform, together with all Content, technology, software, tools, designs, interfaces, text, graphics, data, trademarks and other materials made available through it (collectively, the "IIB Materials"), are owned by IIB Edutech Inc. ("IIB") or its third-party licensors. All rights, title and interest in and to the IIB Materials, including all associated copyrights, trademarks, patents, trade secrets, industrial design rights and other intellectual property rights (registered or unregistered), shall remain exclusively with IIB or its licensors.

The IIB Materials are protected by Canadian, U.S. and international copyright, trademark and other intellectual property laws and treaties. Except for the limited licence expressly granted to you under this Agreement, no rights in or to the IIB Materials are transferred or granted to you, whether by implication, estoppel or otherwise. Any rights not expressly granted are reserved.

You agree that you will not:

Copy, reproduce, publish, rent, lease, sell, sublicense, distribute or otherwise make available the Platform, the Services or any IIB Materials; or

Create derivative works based on the Platform, the Services or any IIB Materials,  
Except where expressly authorized in advance in writing by IIB.

Submissions, suggestions or feedback that you provide regarding the Platform or Services are handled in accordance with Section 12 (Submissions). You acknowledge that such Submissions are non-confidential and that IIB may use them freely without obligation or compensation to you.

#### 15. Term and Termination (Rewritten for IIB Edutech Inc.)

These Terms and Conditions take effect on the earlier of:

- (a) The date on which you accept or agree to them; or
- (b) The date on which you first access or use the IIB Edutech Platform.

They will continue in force until terminated by either Party in accordance with this Agreement.

IIB Edutech Inc. (“IIB”) may, at any time and for any reason, terminate these Terms and Conditions and/or your access to the Platform by providing written notice to you.

Any provisions of this Agreement which, by their nature, are intended to survive termination shall continue in full force and effect notwithstanding termination.

#### 16. Effect of Termination or Expiry (Rewritten for IIB Edutech Inc.)

Upon the termination or expiry of this Agreement for any reason, whether initiated by you or by IIB Edutech Inc. (“IIB”), you must immediately discontinue all access to and use of the IIB Edutech Platform and any related Services.

Termination or expiry of this Agreement does not relieve you of any obligation to pay fees or other amounts that became due and payable prior to the effective date of termination or expiry. Any rights, remedies or claims that accrued to either Party prior to termination shall not be affected.

Any provision of this Agreement that is expressly stated to survive termination, or that by its nature is intended to continue in effect following termination or expiry, shall remain in full force and effect, including this Section 16.

#### 17. Disclaimers (Rewritten for IIB Edutech Inc.)

##### 17.1 No Warranties — Platform Provided “As Is”

The IIB Edutech Platform and all Services and Content made available through it are provided “as is,” “as available,” and with all faults.” To the maximum extent permitted by Applicable Law, IIB Edutech Inc. (“IIB”) disclaims all express, implied, statutory and collateral warranties, representations and conditions of any kind, whether written or oral, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, completeness, performance, quality, security or quiet enjoyment.

IIB does not warrant that the Platform will operate without interruption, delay or error, or that it will meet your expectations or objectives. IIB does not guarantee the outcome or success of any Student application, admission process or related activity.

#### 17.2 Your Reliance on Content

You acknowledge that:

IIB has no fiduciary or special duty to you;

IIB does not control how you or any other user interprets or relies upon Content available on or through the Platform; and

IIB is not responsible for any actions or decisions you take as a result of accessing Content.

The Platform may include content, data, links, materials or services provided by third parties (“Third-Party Content”). IIB does not control, endorse, guarantee or assume responsibility for any Third-Party Content. You are solely responsible for evaluating the accuracy, completeness, legality and usefulness of any such content, and you access third-party websites and resources entirely at your own risk.

IIB assumes no responsibility or liability for any errors, omissions, inaccuracies, legality, compliance, quality or effectiveness of any Content (including Third-Party Content) accessed through the Platform.

Under no circumstances will IIB be responsible for any loss or damage arising from your reliance on Content, including Content accessed through linked third-party websites.

#### 17.3 Service Providers and Hosting

Although IIB takes reasonable steps to ensure that its service providers maintain appropriate safeguards, you acknowledge that IIB is not responsible for the acts or omissions of third-party service providers, including cloud hosting providers. You agree that you are responsible for maintaining your own data backups and copies, and you release IIB from any liability relating to governmental or third-party actions affecting servers or data located in other jurisdictions.

#### 17.4 Unauthorized Use of Access Information

You are solely responsible for all use of the Platform made using your Access Information. IIB will not be liable for any loss or damage arising from authorized or unauthorized use of your account or Access Information.

#### 17.5 Not for Time-Sensitive or High-Risk Use

The Platform is not intended for use in time-critical, emergency, dangerous or high-risk environments. You agree that IIB will not be liable for any loss, damage or claims arising from your use of the Platform in connection with time-sensitive activities.

#### 17.6 Platform Availability

IIB makes no representation or warranty regarding the availability, uptime or continued operation of the Platform. IIB will not be liable to you or any third party for any interruption, suspension, delay or discontinuation of the Platform.

#### 17.7 Local Law Considerations

Some jurisdictions do not permit the exclusion of certain warranties or limitations of liability. In such cases, the exclusions in this Agreement shall apply only to the fullest extent permitted by Applicable Law.

### 17.8 Viruses and Technical Risks

Your access to and downloading of Content is at your own risk. IIB does not guarantee that the Platform or any linked website will be free from viruses, malicious code, spyware or harmful components. You are responsible for implementing appropriate safeguards and security measures, and for all costs associated with repair or servicing of your systems resulting from your use of the Platform.

### 17.9 No Guarantee of Secure Communications

IIB does not guarantee the confidentiality, integrity or security of any communications or data transmitted over the internet, telephone networks or other public systems in connection with your use of the Platform. While IIB uses reasonable security measures, you acknowledge that internet transmissions involve security risks beyond IIB's control.

### 17.10 Privacy Claims

IIB will have no liability for any claims relating to the collection, use, disclosure or handling of your data in connection with the provision of the Platform where such handling is permitted under this Agreement or the [IIB Privacy Policy](#).

## 18. Indemnification

You agree to defend, indemnify, and hold harmless IIB Edutech.com Inc., including its parent company, subsidiaries, affiliates, successors, assigns, and each of their respective directors, officers, shareholders, employees, contractors, and representatives (collectively, the "IIB Parties") from and against any and all claims, actions, losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees and court costs) arising out of or related to:

Your use of the IIB Edutech platform, website, applications, or services in a manner that violates these Terms and Conditions, applicable laws, or any policies, guidelines, or instructions provided by IIB Edutech;

Any decisions made or actions taken by you based on information, content, recommendations, or materials accessed through the IIB Edutech platform;

Your breach or alleged breach of these Terms and Conditions or any agreement entered into with IIB Edutech;

Any infringement, misappropriation, or violation of intellectual property rights, privacy rights, or other legal rights of any third party caused by you or by any person accessing the platform using your login credentials or authorization; and

Any data, documents, content, or personal information submitted, uploaded, shared, or otherwise provided by you to IIB Edutech, including situations where you have failed to obtain required permissions, authorizations, or consents from students, partners, or other third parties.

### Claims Handling

If any claim arises that may trigger your indemnification obligations, IIB Edutech will make reasonable efforts to notify you promptly. IIB Edutech reserves the right to participate in the defense of any such claim through legal counsel of its choosing. You may not settle, compromise, or resolve any claim in a manner that affects the rights or obligations of the IIB Parties without prior written consent from IIB Edutech.

## 19. Limitation of Liability

To the fullest extent allowed under applicable law, IIB Edutech.com Inc. and its directors, officers, employees, partners, agents, and affiliates shall not be responsible or liable for any losses or damages of any kind, whether arising under contract, warranty, tort (including negligence), strict liability, statute, or any other legal theory. This includes, without limitation, direct, indirect, incidental, consequential, special, exemplary, or punitive damages, as well as any loss of revenue, business, profits, data, use, goodwill, personal injury, or any regulatory fines, penalties, or fees, even if IIB Edutech has been advised of the possibility of such losses.

Where liability cannot be excluded under applicable law, the total cumulative liability of IIB Edutech.com Inc., arising from or relating to these Terms and Conditions, the platform, or your use of or inability to use the services, shall not exceed one hundred Canadian dollars (CAD \$100). For clarity, the existence of multiple claims or causes of action shall not increase this maximum liability amount.

Nothing in these Terms excludes or limits liability for fraud, or for death or personal injury resulting from gross negligence or wilful misconduct, to the extent such exclusion or limitation is prohibited by law.

The parties acknowledge that this limitation of liability represents a reasonable allocation of risk and forms an essential basis of the agreement between you and IIB Edutech. These limitations shall apply even if any remedy provided under these Terms is found to have failed its essential purpose.

Certain jurisdictions do not permit the exclusion or limitation of liability for certain types of damages. If such laws apply to you, some or all of the limitations described in this section may not apply.

## 20. General Provisions

### ➤ Interpretation

Unless the context requires otherwise, the rights and remedies available to each party under these Terms are in addition to and not exclusive of any other rights or remedies available at law or equity. The words “include,” “includes,” and “including” are deemed to be followed by the phrase “without limitation.” Section headings are provided solely for convenience and do not affect interpretation. No presumption or rule of interpretation shall be applied to construe any ambiguity against the party responsible for drafting these Terms.

### ➤ Independent Relationship

The parties are independent contractors. Nothing in these Terms shall be interpreted as creating a partnership, joint venture, agency, fiduciary, or employment relationship between you and IIB Edutech.com Inc. You have no authority to represent, bind, or act on behalf of IIB Edutech unless expressly authorized in writing.

### ➤ Force Majeure

Neither party shall be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, including but not limited to natural disasters, acts of government, war, labor disputes, epidemics, pandemics, or failures of utilities or networks. This provision does not excuse any obligation to make payments due under these Terms.

➤ Survival

Any rights or obligations that by their nature are intended to continue beyond termination or expiration of these Terms shall survive, including but not limited to provisions relating to intellectual property, confidentiality, disclaimers, indemnification, and limitation of liability.

➤ Assignment

You may not transfer or assign these Terms, in whole or in part, without the prior written consent of IIB Edutech. IIB Edutech may assign or transfer these Terms or any related rights or obligations without restriction. Any unauthorized assignment shall be null and void. These Terms shall bind and benefit the parties and their permitted successors and assigns.

➤ Notices

All notices or communications under these Terms must be in writing and may be delivered by email, personal delivery, courier, or registered mail to the contact details provided by the receiving party. Notices shall be deemed received: (a) upon delivery if delivered in person, (b) on confirmed delivery if sent by courier, (c) five business days after mailing if sent by registered mail, or (d) upon confirmation of delivery if sent by email.

➤ No Waiver

A failure or delay by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy. Any waiver must be in writing and signed by the party granting it and shall apply only to the specific instance for which it is given.

➤ Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

➤ Governing Law and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in Toronto, Ontario.

➤ Entire Agreement and Amendments

These Terms constitute the entire agreement between you and IIB Edutech.com Inc. regarding the subject matter and supersede all prior or contemporaneous agreements, communications, or understandings. Any modification to these Terms must be made in writing or posted on the platform by IIB Edutech.

➤ Electronic Acceptance

You acknowledge that by clicking “I Agree,” “Accept,” or a similar action, you are entering into a legally binding agreement with IIB Edutech. You consent to the use of electronic communications, records, and signatures, and agree that electronic notices and records have the same legal effect as written documents, to the extent permitted by applicable law.

➤ Language

These Terms and all related documents are drafted in the English language, which shall be the governing language for all purposes.

Les parties confirment expressément que la présente convention et tous les documents connexes sont rédigés en anglais.

## 21. Student-Specific Terms

This section applies only if you are using the IIB Edutech.com Inc. platform as a student applicant (“Student User”).

### Student Representations and Commitments

As a Student User, you confirm, represent, and agree that:

You will comply with all policies, rules, and procedures of any educational institution, university, college, or partner (“Institution Partner”) to which you submit an application through the IIB Edutech platform;

All information, documents, and data you provide (including academic records, personal details, and supporting materials) are accurate, complete, and up to date, and you will promptly correct or update any information that becomes inaccurate;

If you engage an education consultant, recruitment agent, counsellor, or similar third party to submit information on your behalf, you confirm that:

Such party has lawful access to your educational records and relevant information; and

Such access complies with all applicable privacy, education, and data-protection laws in the relevant jurisdictions;

You will not request, rely upon, or pay for immigration or visa-related advice from any consultant or agent unless you have independently verified that such individual or entity is legally authorized and properly registered under the applicable laws of the destination country;

You have the legal capacity and authority to use the IIB Edutech platform and to submit applications, content, and personal data from both your country of residence and the country where the Institution Partner is located;

You are not subject to any government sanctions, trade restrictions, or embargoes that would prohibit you from applying to or enrolling with an Institution Partner.

IIB Edutech reserves the right, at its discretion, to assign or recommend a recruitment partner or counsellor where it reasonably believes this may support your application process or outcomes.

### Platform Access and Program Availability

You acknowledge that:

Only certain Institution Partners have agreements with IIB Edutech that permit applications to be submitted through the platform; and

Not all programs, intakes, or courses offered by Institution Partners may be available through the platform at all times.

You further acknowledge that IIB Edutech may analyse your submitted information, platform interactions, and anonymized historical data to personalize recommendations, improve services, and support application success.

- Important Disclaimers
- Third-Party Decisions

IIB Edutech does not control admission decisions, visa approvals, permits, or authorizations issued by educational institutions or government authorities. All such decisions are made

exclusively by third parties. IIB Edutech makes no guarantees regarding admission outcomes, visa approvals, or enrolment success and disclaims any responsibility for such decisions.

➤ Application Outcomes

You are solely responsible for the accuracy of your application materials. IIB Edutech is not liable for application errors, omissions, rejections, or failure to gain admission to any program or institution.

➤ Institution-Related Issues

Any disputes, compliance issues, or disagreements related to institutional policies, program requirements, or enrolment conditions are strictly between you and the relevant Institution Partner.

➤ Immigration and Entry Requirements

You are solely responsible for meeting all immigration, visa, health, financial, and entry requirements required by the destination country and its authorities.

Fees, Payments, and Taxes

Fees

You agree to pay all applicable platform, service, or processing fees as disclosed on the IIB Edutech platform or otherwise communicated to you.

Depending on your country of application and other relevant factors, IIB Edutech may require an application processing deposit. Refund ability and non-refund ability conditions for such deposits are specified on the platform and may change from time to time.

Application processing deposits are not refundable in circumstances including, but not limited to:

Failure to submit required documentation,

Rejection of a visa application, or

Withdrawal or cancellation of an application prior to a final admission decision.

Some fees may be set by Institution Partners or third parties and passed through by IIB Edutech. Such fees are generally non-cancellable and non-refundable.

IIB Edutech may revise fees by updating its pricing information on the platform. Continued use of the platform constitutes acceptance of revised fees.

In certain cases, IIB Edutech may receive compensation from an Institution Partner for recruitment or referral services, typically calculated as a percentage of tuition, at no additional cost to you.

➤ Payment Authorization

If you pay by credit or debit card, you authorize IIB Edutech or its payment processors to charge all applicable fees. You are responsible for any charges or penalties resulting from failed or rejected payments.

IIB Edutech reserves the right to suspend or delay processing of applications until all outstanding fees are paid. You agree to reimburse reasonable costs, including legal fees, incurred in recovering overdue amounts.

➤ Late Payment Interest

Outstanding balances may accrue interest at the lower of 1.5% per month or the maximum rate permitted by law, calculated from the payment due date.

➤ Taxes

You are responsible for all applicable taxes, duties, or government charges associated with your use of the platform, excluding taxes based solely on IIB Edutech's net income. If tax withholding is required, payments will be grossed up so that IIB Edutech receives the full amount due. You must provide proof of tax remittance upon request.

➤ Direct Student Referral Information

If you submit information through a direct-student referral form or similar process, you confirm that all information provided is accurate, current, and complete.

## 22. Terms Applicable to Recruitment Partners and Counsellors

This section applies exclusively to users who access or use the IIB Edutech.com Inc. platform in the capacity of a Recruitment Partner, Education Agent, Counsellor, Consultant, or similar intermediary (collectively, "Recruitment Users").

➤ Additional Binding Agreements

As a Recruitment User, you acknowledge and agree that your access to and use of the IIB Edutech platform is subject not only to these Terms and Conditions, but also to any additional agreements, policies, or product-specific terms made available to you by IIB Edutech from time to time, whether entered into formally or accepted through platform use. These may include, without limitation:

Your Recruitment Partner or Counsellor Services Agreement, as published on or executed through the IIB Edutech platform;

Any terms, policies, or conditions governing verification, analytics, application-support, or performance tools made available to Recruitment Users; and

Any product-specific or service-specific terms applicable to optional or premium services offered by IIB Edutech.

➤ Compliance Obligation

You agree to fully comply with all such applicable agreements, policies, guidelines, and instructions while using the platform. In the event of any conflict between these Terms and another applicable agreement, the terms of the more specific or controlling agreement shall prevail, to the extent permitted by law.

➤ Continued Applicability

Your continued access to or use of the IIB Edutech platform as a Recruitment User constitutes on-going acceptance of all applicable terms, including any updates or replacements communicated or made available through the platform.

## 23. Terms Applicable to Institutional Partners

This section applies only to users who access or use the IIB Edutech.com Inc. platform in the capacity of an Institutional Partner, including universities, colleges, schools, training providers, or other education providers ("Institution Partners").

➤ Additional Agreements and Obligations

As an Institution Partner, you acknowledge and agree that your use of the IIB Edutech platform is governed not only by these Terms and Conditions, but also by any separate agreements, service schedules, or product-specific terms entered into with IIB Edutech, whether executed formally or accepted electronically. These may include, without limitation:

Your Institution Partner Agreement with IIB Edutech.com Inc.; and

Any subscription-based, analytics, marketing, application-management, or technology service terms applicable to institutional solutions offered by IIB Edutech.

➤ Order of Precedence

In the event of any inconsistency between these Terms and any applicable Institution Partner agreement or service-specific terms, the terms of the applicable partner agreement or service documentation shall prevail to the extent of the inconsistency.

➤ On-going Acceptance

Your continued access to or use of the IIB Edutech platform as an Institution Partner constitutes confirmation of your acceptance of all applicable agreements, policies, and updates made available by IIB Edutech.

## 24. Contact Information and Grievance Redressal

➤ General Contact

If you have any questions about these Terms and Conditions, or if you wish to raise any inquiries, complaints, claims, or legal concerns related to IIB Edutech.com Inc. or its services, you may contact us using the details below:

Email: [info@iibedutech.com](mailto:info@iibedutech.com)

Website: [www.iibedutech.com](http://www.iibedutech.com)

Corporate Office:

IIB Edutech.com Inc.

(Registered office address as published on the official website from time to time)

IIB Edutech may update its contact details periodically, and the most current information will always be available on its official website.

➤ India-Specific Disclosure

(Consumer Protection (E-Commerce) Rules, 2020)

If you are a resident of India and your query, complaint, or concern is not satisfactorily resolved through the general contact email above, you may escalate the matter to the designated Grievance Officer in accordance with applicable Indian law.

➤ Grievance Officer:

Name: Grievance Officer – IIB Edutech.com Inc.

Email: [Recruitersupport@iibedutech.com](mailto:Recruitersupport@iibedutech.com)

Subject Line: Consumer Grievance – IIB Edutech

India Office / Correspondence Address:

IIB Edutech.com Inc. (India office address as disclosed on the official website)

The Grievance Officer will acknowledge and address complaints within the timelines prescribed under applicable law.