

## TERMS OF USE

These terms of use ("Terms of Use") govern the access and use of LearnBridge ("Platform"), a proprietary e-learning platform developed by Evalueserve for the exclusive use of its new hires. By accessing or using the Platform, you ("pre-hires" or "User") agree to abide by these Terms of Use.

**PLEASE READ THESE TERMS OF USE CAREFULLY** before using the Platform, as they constitute a binding agreement between you and Evalueserve ("we," "us," or "our").

### 1. Purpose of LearnBridge

LearnBridge is designed solely for the purpose of training individuals who have been offered employment by Evalueserve. This platform is not intended for commercial or external use and is exclusively for internal training and onboarding preparation.

### 2. Global Accessibility and Personal Information

LearnBridge is a globally accessible platform. By using the Platform, you consent to the collection, processing, and storage of your personal information in accordance with our Privacy Policy and applicable data protection laws.

### 3. User Eligibility

Access to LearnBridge is granted to individuals identified as pre-hires of Evalueserve. You must use the Platform solely for its intended training purposes.

### 4. User Account, Password, and Security

- To access the Platform, Evalueserve will provide you with login credentials.
- The account created by Evalueserve for you ("Account") can be accessed by a user ID and password provided by Evalueserve (collectively, the "Account Information").
- You are responsible for maintaining the confidentiality of your account credentials and ensuring they are not shared with others.
- Any unauthorized use of your account must be reported to Evalueserve immediately.
- Evalueserve reserves the right to log off or deactivate Accounts that are inactive for an extended period of time, with a prior notice to you.
- Evalueserve may suspend (temporarily or indefinitely) or terminate or block access to the Platform and/or your Account at any time with prior notice to you for any reason whatsoever.

### 5. Non-Commercial Use

LearnBridge is not for commercial use. Any attempt to use the Platform for unauthorized purposes, including sharing its materials externally, is strictly prohibited.

### 6. Intellectual Property Rights

Evalueserve owns (or licenses from third parties) all intellectual property rights including, without limitation, patents, rights to inventions, innovations, inventions which are not capable of protection by patent or registration, registered design and to pography rights, copyright and related rights, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, domain names, rights in get-up, rights protecting goodwill and reputation, the right to sue for passing off, rights in designs, database rights and rights under licenses and consents to such things, rights in the nature of unfair competition rights, rights to use, and protect the confidentiality of, confidential information; drawings and instructions, secret formulae and processes; know-how, including data specifications, and all rights or forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all copyright, trademarks and other intellectual property rights in each case whether registered or unregistered, which subsist or which may in the future subsist in the Platform

("Evalueserve IP"). You shall not acquire any right in respect of the Evalueserve IP other than as expressly stated in these Terms of Use. You are granted a limited, non-transferable, non-exclusive license to access and use the Platform for training purposes only.

## **7. Data Usage and Privacy**

Evalueserve may collect and process personal data as part of your use of LearnBridge. For details on how your information is managed, refer to our Privacy Policy. Do not upload sensitive or confidential information to the Platform.

## **8. Prohibited Activities**

Users shall not:

- Share or distribute any content from the Platform outside of authorized purposes.
- Reverse engineer, copy, or reproduce any part of the Platform.
- Engage in activities that compromise the security or integrity of the Platform.

## **9. Termination**

Evalueserve reserves the right to suspend or terminate your access to LearnBridge in case of any violation of these Terms of Use or upon cessation of your association with Evalueserve.

## **10. Disclaimer of Warranties & Limitation of Liability**

The Platform and its content are provided "as is." Evalueserve makes no warranties regarding the accuracy or completeness of its materials or uninterrupted access to the Platform.

Notwithstanding anything to the contrary in these Terms of Use, Evalueserve shall not be liable for any lost revenues, lost profits, or indirect, special, incidental, consequential, exemplary, or punitive damages, whether or not such damages were foreseeable or contemplated by the parties hereto.

## **11. Notices**

All notices of Evalueserve will be served by email or by general notification on the Platform. Any notice provided to Evalueserve pursuant to the Terms of Use should be sent to Evalueserve, the contact details for which are available at [learnbridge@evalueserve.com](mailto:learnbridge@evalueserve.com) along with a copy to [evslegal-compliance@evalueserve.com](mailto:evslegal-compliance@evalueserve.com).

## **12. Assignment**

You cannot assign or otherwise any rights granted hereunder to any third party.

## **13. Severability**

If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be void, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

## **14. Waiver**

Any amendment to or waiver of these Terms of Use by you must be in writing and signed by authorized representatives of Evalueserve. Any failure by Evalueserve to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Evalueserve of that provision or

## **15. Data Retention**

Evalueserve may retain your data as long as necessary to fulfill the purposes outlined in these Terms of Use or your Terms of License, unless a longer retention period is required or as permitted by law or as necessary for legitimate business purposes, such as handling any disputes, maintaining records, or improving our services.

## **16. Privacy Policy**

Your privacy is important to us. Please read our Privacy Policy at [Click Here](#) to see how we collect, use and protect your personal information. You understand that through your use of the Platform you consent to the collection and use of your information as set forth in the Privacy Policy.

## **17. Governing Law**

These Terms of Use shall be governed by the laws of the jurisdiction under which Evalueserve's contracting entity is incorporated. Any disputes arising from these Terms of Use shall be subject to the exclusive jurisdiction of the courts in such jurisdiction.