

# **BIDHYARTHI APPLICATION TERMS OF USE AGREEMENT**

**Last Updated Date: December 24, 2025**

Welcome and thank you for your interest in Bidhyarthi, a service made available by Bidhyarthi Application ("Bidhyarthi", "Student Application", "we", "us" or "our"). This Terms of Use Agreement ("Terms of Use", and together with any applicable Supplemental Terms (as defined in Section 1.2 (Supplemental Terms)), the "Agreement") describes the terms and conditions that apply to your use of (i) the website and mobile application operated by Bidhyarthi (collectively, the "Platform"), and (ii) the products, services, content, and other resources available on or enabled via our Platform, including the chatbot and other generative artificial intelligence tools designed to enable end users to make requests and receive responses related to uploaded documents (collectively, with our Platform, the "Service").

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE USE OF THE SERVICE AND APPLIES TO ALL USERS VISITING OR ACCESSING THE SERVICE. BY ACCESSING OR USING THE SERVICE IN ANY WAY, ACCEPTING THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, OR ACCESSING THE PLATFORM, YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE AT LEAST THIRTEEN (13) YEARS OF AGE AND ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF NEPAL, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION, AND IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), YOU ARE ACCESSING AND USING THE SERVICE UNDER THE GUIDANCE OF A PARENT OR GUARDIAN WHO IS AGREEING TO THE AGREEMENT ON YOUR BEHALF; AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR, IF YOU ARE ACCESSING OR USING THE SERVICE ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY IDENTIFIED IN THE ACCOUNT REGISTRATION PROCESS. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF AN ENTITY, ALL REFERENCES TO "YOU" OR "YOUR" IN THIS AGREEMENT WILL ALSO BE DEEMED TO REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE.**

**ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF NEPAL, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.**

**THE AGREEMENT IS SUBJECT TO CHANGE BY BIDHYARTHI IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 15.6 (AGREEMENT UPDATES).**

# 1. USE OF THE SERVICE

The Service and the information and content available on the Service are protected by applicable intellectual property (including copyright) laws. Unless subject to a separate license agreement between you and Bidhyarthi, your right to access and use the Service, in whole or in part, is subject to this Agreement.

## 1.1 Access Rights

Subject to your compliance with this Agreement, Bidhyarthi grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to access the Platform, including the features and functionality thereof, solely for your own personal purposes.

## 1.2 Supplemental Terms

Your use of, and participation in, certain features and functionality of the Service may be subject to additional terms ("Supplemental Terms"). Such Supplemental Terms will either be set forth in the applicable supplemental Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If these Terms of Use are inconsistent with the Supplemental Terms, then the Supplemental Terms control with respect to such supplemental Service.

## 1.3 Updates

You acknowledge and agree that Bidhyarthi may update the Service with or without notifying you. You may need to update third-party software from time to time in order to continue to use the Service. Any future release, update or other addition to the Service shall be subject to this Agreement.

## 1.4 Chatbot

Bidhyarthi provides certain features, including a chatbot function that is designed to assist in identifying potential colleges and universities, by asking questions and responding to users with automated replies, leveraging certain third party services or applications to power the Services' chatbot function. By using these functions, you hereby consent and authorize Bidhyarthi to share any information you provide with one or more third party providers of such chatbot function to the minimum extent required to complete your request. **YOU, AND NOT BIDHYARTHI, SHALL BE SOLELY RESPONSIBLE FOR YOUR USE OF THESE FUNCTIONS. YOU ACKNOWLEDGE AND AGREE THAT ANY CONDUCT YOU ENGAGE IN AS A RESULT OF THE INFORMATION PROVIDED BY THE CHATBOT OR ANY OTHER AI-ENABLED FEATURE MADE AVAILABLE THROUGH BIDHYARTHI OR SUCH THIRD PARTY PROVIDERS IS AT YOUR OWN RISK. BECAUSE CHATBOTS UTILIZE ARTIFICIAL INTELLIGENCE TO COMMUNICATE WITH YOU, OUR CHATBOT(S) MAY PROVIDE INFORMATION THAT IS AN INACCURATE RESPONSE TO YOUR REQUESTS IN ITS INTERACTIONS WITH YOU. YOU AGREE THAT BIDHYARTHI WILL NOT BE HELD LIABLE TO**

**YOU OR ANY THIRD PARTY FOR THE CHATBOT (OR ANY OTHER AI-ENABLED FEATURE MADE AVAILABLE BY THE BIDHYARTHI OR THIRD PARTY PROVIDERS) PROVIDING INACCURATE INFORMATION TO YOU.**

## **2. REGISTRATION**

### **2.1 Registering Your Account**

In order to access certain features of the Service, you may be required to register an account on the Service ("Account").

### **2.2 Registration Data**

In registering an account on the Service, you shall (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. For purposes of clarity, Registration Data constitutes Your Content under this Agreement.

### **2.3 Your Account**

Notwithstanding anything to the contrary herein, you acknowledge and agree that you have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Bidhyarthi. Furthermore, you are responsible for all activities that occur under your Account. As a parent or guardian accepting the Agreement on behalf of a minor user who has registered an Account, you shall monitor such Account and accept full responsibility for any unauthorized use of the Service by minors. You may not share your Account or password with anyone, and you agree to notify Bidhyarthi immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, incomplete or not current, or Bidhyarthi has reasonable grounds to suspect that any information you provide is untrue, inaccurate, incomplete or not current, Bidhyarthi has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You shall not have more than one Account at any given time. Bidhyarthi reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Service if you have been previously removed by Bidhyarthi, or if you have been previously banned from any of the Service.

## **3. CONTENT**

### **3.1 Types of Content**

Subject to your compliance with this Agreement, You may share or upload certain documents, information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials ("Content") through the Service, including by way of your prompts, comments, questions, responses to Chatbot questions, and other input to the Service (collectively, "Input"). You, and not Bidhyarthi, are entirely responsible for all Input that you upload, share, post, email, transmit, query or otherwise make available through or to the Service. When you make available any Input on or to the Service, you represent that you own and/or have sufficient rights to use such Input in connection with the Service, including to grant the license set forth in Section 3.3 (License to Your Content). In response to any prompts, comments, questions, and other Input that You provide to the Service, the Service, together with AI Services, may generate new or revised Content ("Output"). You acknowledge that the Outputs are based on your Inputs and your Content, and that Bidhyarthi has no control over any such Inputs or Content. Accordingly, all Outputs are provided "as is" and with "all faults", and Bidhyarthi makes no representations or warranties of any kind or nature with respect to any Inputs or Outputs, including any warranties of accuracy, completeness, truthfulness, timeliness or suitability, or with respect to the ability for Outputs or Inputs to be protected by intellectual property rights under any laws, rules, or regulations. You are solely responsible for your use of your Outputs created through the Service, and you assume all risks associated with your use of any Outputs, including any potential copyright infringement claims from third parties or any disclosure of your Outputs that personally identifies you or any third party.

### **3.2 Ownership of Content**

Bidhyarthi does not claim ownership of any Inputs or any other Content you upload to the Service, or any Outputs (collectively, "Your Content"). Subject to Section 3.3 (License to Your Content), as between the Bidhyarthi and you, you are the owner of all right, title and interest in Your Content. Notwithstanding the foregoing, given the nature of the Service, you acknowledge that: (a) Output may not be unique across users and the Service may generate the same or similar output for another user under similar terms; and (b) the Bidhyarthi does not represent or warrant that the Outputs are protectible by any intellectual property rights under applicable law.

### **3.3 License to Your Content**

You grant Bidhyarthi a non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sublicensable (through multiple tiers of sublicensees) right (including any moral rights) and license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute, disclose, publicly perform, and publicly display Your Content (in whole or in part) for our lawful business purposes, including to operate and provide the Service to you and to our other users and customers (including, without limitation, universities and colleges), to improve the Service, including to train Bidhyarthi's artificial intelligence algorithms and machine learning models, and to create aggregated insights and analyses regarding you and other users. Without limiting the foregoing, You acknowledge that Your Content may be used by Bidhyarthi, or third-party providers of the AI Services, to train, develop, enhance, evolve and improve the Service and the underlying artificial intelligence models, algorithms and related technology, products and services (including

for labeling, classification, content moderation and model training purposes), as well as for marketing and promotional purposes. For the avoidance of doubt, and without limiting the generality of the foregoing, we may use Your Content and your Registration Data to identify colleges and universities, and scholarship programs, that may be of interest to you, and to send you marketing, promotional, and other information regarding such colleges and universities. Similarly, we may share, sell, or otherwise disclose Your Content and Registration Data to colleges and universities and other partners. Please review the Bidhyarthi Privacy Policy closely to understand how Bidhyarthi uses your personal data.

### **3.4 Content Provided by Other Users**

The Service may contain Content provided by other users ("User Content"). Bidhyarthi is not responsible for and does not control User Content. Bidhyarthi does not approve or endorse, or make any representations or warranties with respect to, User Content. You use all User Content and interact with other users at your own risk. If you submit Your Content to any area of the Service that is accessible by other users, other users may be able to search for, see, use, modify and/or reproduce any of Your Content on or off the Service. You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service; provided, however, that Bidhyarthi reserves the right, but has no obligation, to intercede in any disputes between you and any other users. You agree that Bidhyarthi will not be responsible for any liability incurred as the result of your interactions with other users.

### **3.5 AI Services**

Our Service may utilize certain publicly available artificial intelligence and deep learning platforms, algorithms, tools and models ("AI Services") to generate Output. You acknowledge and agree that Bidhyarthi may share your Inputs with the AI Services for this purpose and such AI Services may not be required to maintain the confidentiality of any of Your Content. Further, You understand that additional license requirements may apply to certain AI Services, including that such AI Services may retain certain rights to use or disclose Your Content, including to further train their algorithmic models. You must review and comply with such requirements for the AI Services used. You assume all risks associated with your use of such AI Services. Bidhyarthi will have no liability for the unavailability of any AI Services, or any third party's decision to discontinue, suspend or terminate any AI Services. **PLEASE NOTE THAT CERTAIN FEATURES OF THE BIDHYARTHI SERVICE ARE DESIGNED TO FACILITATE IDENTIFICATION OF POTENTIAL COLLEGES AND UNIVERSITIES THAT MAY BE SUITABLE FOR YOU, BUT THE RECOMMENDATIONS ARE PROVIDED AS SUGGESTIONS ONLY AND DO NOT GUARANTEE ADMISSION OR ACCEPTANCE.**

### **3.6 Content Restrictions**

Your use of the Service must comply at all times with this Agreement and any applicable AI Services terms. Without limiting the foregoing, you must not share Content on or through the Service, or attempt to create Output through the Service, that: (A) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene,

pornographic, offensive, or profane; (B) infringes or misappropriates any third party's intellectual property rights or other proprietary rights; (C) contains any viruses, worms or other malicious computer programming codes that may damage the Service; (D) contains medical information, or government ID information, such as passport numbers or citizenship numbers; or (E) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Bidhyarthi's prior written consent. Furthermore, Your Content may not contain nudity, violence, sexually explicit, obscene, or offensive subject matter as determined by Bidhyarthi in its sole discretion. You may not post or make available any Content that includes any identifiable person or any of their personal characteristics without that person's permission.

### **3.7 Storage**

Unless expressly agreed to by Bidhyarthi in writing elsewhere, Bidhyarthi may, but has no obligation to store any of Your Content. Bidhyarthi has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit, or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. You agree that Bidhyarthi retains the right to create reasonable limits on Bidhyarthi's use, processing and/or storage of Content, including Your Content, such as limits on file size, number of documents or files, storage space, processing capacity, and similar limits described on the Service and as otherwise determined by Bidhyarthi in its sole discretion.

## **4. OWNERSHIP**

### **4.1 The Service**

Except with respect to Your Content, you agree that Bidhyarthi and its suppliers or licensors own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, artificial intelligence algorithms, machine learning models, methods of operation, moral rights, documentation, and Bidhyarthi software) and all improvements, enhancements and updates made thereto. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Service.

### **4.2 Trademarks**

BIDHYARTHI, STUDENT APPLICATION, and all related stylizations, graphics, logos, service marks and trade names used on or with the Service are the trademarks of Bidhyarthi and may not be used without permission in connection with your, or any third-party's, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

### **4.3 Username**

Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, or sharing your sessions, you hereby expressly permit Bidhyarthi to identify you by your name and/or username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

#### **4.4 Feedback**

You agree that submission of any ideas, suggestions, documents, and/or proposals to Bidhyarthi through its suggestion, feedback, forum, or similar pages ("Feedback") is at your own risk and that Bidhyarthi has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Bidhyarthi a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Bidhyarthi's business.

### **5. USER CONDUCT AND CERTAIN RESTRICTIONS**

As a condition of use, you agree not to use the Service for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to: (i) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service or any portion of the Service; (ii) frame or utilize framing techniques to enclose any trademark or logo located on the Service or any other portion of the Service (including images, text, page layout or form); (iii) use any metatags or other "hidden text" using Bidhyarthi's name or trademarks; (iv) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law; (v) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Service (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (vi) remove or destroy any copyright notices or other proprietary markings contained on or in the Service; (vii) impersonate any person or entity, including any employee or representative of Bidhyarthi; or (viii) interfere with or attempts to interfere with the proper functioning of the Service or use the Service in any way not expressly permitted by this Agreement, including but not limited to violating or attempting to violate any security features of the Service, introducing viruses, worms, or similar harmful code into the Service, or interfering or attempting to interfere with use of the Services by any other user, host, or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service. The rights granted

to you in this Agreement are subject to your compliance with the restrictions set forth in this section. Any unauthorized use of the Service terminates the licenses granted by Bidhyarthi pursuant to this Agreement.

## **6. INVESTIGATIONS, MONITORING, & NO OBLIGATION TO PRE-SCREEN CONTENT**

Bidhyarthi may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Service and/or Content, including Your Content and User Content, at any time. You hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications.

### **6.1 Enforcement Actions**

Without limiting the foregoing, Bidhyarthi reserves the right to: (a) remove or refuse to process any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for Bidhyarthi; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Service or if Bidhyarthi otherwise believes that criminal activity has occurred; and/or (e) terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible violations by you of any provision of this Agreement, Bidhyarthi, may, at its sole discretion immediately terminate your license to use the Service, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

### **6.2 Disclosure**

If Bidhyarthi believes that criminal activity has occurred, Bidhyarthi reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Service, including Your Content, in Bidhyarthi's possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request, (ii) enforce this Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property, or personal safety of Bidhyarthi, its users or the public, and all enforcement or other government officials, as Bidhyarthi in its sole discretion believes to be necessary or appropriate.

## 7. THIRD-PARTY SERVICE

### 7.1 Third-Party Websites, Applications and Ads

The Service may use AI Services, and/or contain links to third-party websites ("Third-Party Websites"), applications ("Third-Party Applications") and advertisements for third parties ("Third-Party Ads") (collectively, the "Third-Party Services"). Such Third-Party Services are not under the control of Bidhyarthi. Bidhyarthi is not responsible for any Third-Party Services. When you use a Third-Party Service, you become subject to the terms and conditions (including privacy policies) of another website or destination. Bidhyarthi does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Service, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

### 7.2 Sharing Your Content and Information Through Third-Party Services

Bidhyarthi may provide tools through the Service that enable you to export information, including Your Content, to Third-Party Services, including through features that allow you to link your Account with a third-party account ("Third-Party Account"), or through our implementation of third-party buttons (such as "like" or "share" buttons). By using one of these tools, you agree that Bidhyarthi may transfer that information to and from the applicable Third-Party Service. Bidhyarthi is not responsible for any Third-Party Service's use of your exported information. Further, you represent that you are entitled to grant Bidhyarthi access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Bidhyarthi to pay any fees or making Bidhyarthi subject to any usage limitations imposed by such Third-Party Service providers. By granting Bidhyarthi access to any Third-Party Account, you understand that Bidhyarthi may access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("Third-Party Account Content") so that it is available on and through the Service via your Account. Unless otherwise specified in this Agreement, all Third-Party Account Content is considered to be Your Content for purposes of this Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on the Service. If a Third-Party Account or associated service becomes unavailable, or Bidhyarthi's access to such Third-Party Account is terminated by the third-party service provider, then Third-Party Account Content may no longer be available on and through the Service. You have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing the "Settings" section of the Service. **YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE**

**PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD- PARTY SERVICE PROVIDERS, AND BIDHYARTHI DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.** Bidhyarthi makes no effort to review any Third-Party Account Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Bidhyarthi is not responsible for any Third-Party Account Content.

## **8. FEES AND PURCHASE TERMS**

### **8.1 Third-Party Service Provider**

Bidhyarthi uses Connect-IPS and other Nepali payment gateway providers as its third-party service providers for payment services (e.g., card acceptance, merchant settlement, and related services) ("Third-Party Service Provider"). If you make a purchase on the Service, you will be required to provide your payment details and any additional information required to complete your order directly to our Third-Party Service Provider. You agree to be bound by the Privacy Policy and Terms of Service of the applicable payment gateway provider and hereby consent and authorize Bidhyarthi and the payment gateway provider to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions. Please note that online payment transactions may be subject to validation checks by our Third-Party Service Provider and your card issuer or bank, and we are not responsible if your card issuer or bank declines to authorize payment for any reason. For your protection, our Third-Party Service Provider uses various fraud prevention protocols and verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer or bank may charge you an online handling fee or processing fee. We are not responsible for this.

### **8.2 Payment**

You shall pay all fees or charges ("Fees") to your Account in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing Bidhyarthi and/or our Third-Party Service Provider with your payment information, you agree that Bidhyarthi and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Bidhyarthi hereunder and that no additional notice or consent is required. You shall immediately notify Bidhyarthi of any change in your payment information to maintain its completeness and accuracy. Bidhyarthi reserves the right at any time to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Bidhyarthi and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. Except as set forth in this Agreement, all Fees for the Service are non-refundable.

## **8.3 Taxes**

All Fees displayed on the Service are inclusive of applicable taxes as required by the laws of Nepal, including but not limited to Value Added Tax (VAT) and any other taxes that may be applicable. Bidhyarthi will collect and remit all required taxes to the appropriate tax authorities in Nepal on your behalf. You acknowledge that the total amount you pay will include all applicable taxes as required by Nepali law.

## **8.4 Advertising Revenue**

Bidhyarthi reserves the right to display Third-Party Ads before, after, or in conjunction with Content posted on the Service, and you acknowledge and agree that Bidhyarthi has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Bidhyarthi as a result of such advertising).

# **9. INDEMNIFICATION**

You shall indemnify and hold Bidhyarthi, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "Bidhyarthi Party" and collectively, the "Bidhyarthi Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (i) Your Content, including any use of the Output by you; (ii) your use of, or inability to use, the Service; (iii) your violation of this Agreement; (iv) your violation of any rights of another party, including any user; or (v) your violation of any applicable laws, rules or regulations. Bidhyarthi reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bidhyarthi in asserting any available defenses. This provision does not require you to indemnify any of the Bidhyarthi Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Service provided hereunder. You agree that the provisions in this section will survive any termination of your Account, this Agreement and/or your access to the Service.

# **10. DISCLAIMER OF WARRANTIES**

## **10.1 As Is**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE BIDHYARTHI PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE**

AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICE OR YOUR CONTENT.

(a) THE BIDHYARTHI PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE OR ANY OUTPUT WILL MEET YOUR REQUIREMENTS (SUCH AS THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICE); (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE OUTPUT, ADVICE, RESULTS, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND/OR ANY DEVICE YOU USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) FROM TIME TO TIME, BIDHYARTHI MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT BIDHYARTHI'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

## 10.2 No Guarantees

BIDHYARTHI MAKES NO GUARANTEE WITH RESPECT TO ANY OUTCOMES REGARDING COLLEGE APPLICATIONS OR ADMISSIONS. THE USE OF THE SERVICE DOES NOT GUARANTEE ACCEPTANCE INTO ANY COLLEGE, UNIVERSITY, OR INSTITUTION. BIDHYARTHI IS NOT INVOLVED IN ANY ADMISSIONS PROCESS AND IS NOT RESPONSIBLE FOR ANY DECISIONS MADE BY THIRD PARTIES, INCLUDING COLLEGES, UNIVERSITIES, OR ANY OTHER INSTITUTIONS. YOU SOLELY USE BIDHYARTHI AT YOUR OWN RISK. THE COLLEGE AND UNIVERSITY RECOMMENDATIONS PROVIDED BY THE SERVICE ARE SUGGESTIONS BASED ON THE INFORMATION YOU PROVIDE AND DO NOT CONSTITUTE PROFESSIONAL ADMISSIONS COUNSELING OR GUARANTEE ANY PARTICULAR OUTCOME.

## 10.3 No Liability for Conduct of Third Parties

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THIRD PARTIES ON THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE BIDHYARTHI PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE BIDHYARTHI PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, INCLUDING ANY THIRD-PARTY PROVIDERS OF AI SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU UNDERSTAND THAT BIDHYARTHI DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS. BIDHYARTHI MAKES NO WARRANTY THAT THE SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN

UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BIDHYARTHI MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICE.

## **11. LIMITATION OF LIABILITY**

### **11.1 Disclaimer of Certain Damages**

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE BIDHYARTHI PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ANY BIDHYARTHI PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICE, OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, INCLUDING TO THE EXTENT RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SERVICE; (ii) ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATED TO THE SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY OF A BIDHYARTHI PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A BIDHYARTHI PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A BIDHYARTHI PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

### **11.2 Cap on Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, BIDHYARTHI PARTIES SHALL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (i) THE TOTAL AMOUNT PAID TO BIDHYARTHI BY YOU DURING THE THREE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (ii) NPR 10,000; OR (iii) IF APPLICABLE, THE STATUTORY REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY DOES NOT APPLY TO LIABILITY OF A BIDHYARTHI PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A BIDHYARTHI PARTY'S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A BIDHYARTHI PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

### **11.3 User Content**

**BIDHYARTHI ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.**

#### **11.4 Exclusion of Damages**

**CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

#### **11.5 Basis of the Bargain**

**THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BIDHYARTHI AND YOU.**

### **12. PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT**

It is Bidhyarthi's policy to terminate membership privileges of any user who repeatedly infringes copyright, trademark, or other intellectual property rights upon prompt notification to Bidhyarthi by the respective intellectual property owner or their legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes intellectual property rights infringement, please provide our designated intellectual property agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (ii) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (iii) a description of the location on the Service of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf.

Contact information for Bidhyarthi's designated agent for notice of claims of infringement is: [hello@astergaze.com](mailto:hello@astergaze.com).

### **13. TERM AND TERMINATION**

#### **13.1 Term**

The term of this Agreement commences on the date when you accept this Agreement (as described

in the preamble above), and continues in full force and effect while you use the Service, unless terminated earlier in accordance with this Agreement.

### **13.2 Termination of Service by Bidhyarthi**

If you have materially breached any provision of this Agreement, or if Bidhyarthi is required to do so by law (e.g., where the provision of the Service is, or becomes, unlawful), Bidhyarthi has the right to, immediately and without notice, suspend or terminate any Service provided to you. Bidhyarthi reserves the right to terminate this Agreement or your access to the Service at any time without cause upon notice to you. You agree that all terminations for cause are made in Bidhyarthi's sole discretion and that Bidhyarthi shall not be liable to you or any third party for any termination of your Account.

### **13.3 Termination by You**

If you want to terminate this Agreement, you may do so by (i) notifying Bidhyarthi at any time or (ii) closing your Account for the Service. Your notice should be sent, in writing, to [hello@astergaze.com](mailto:hello@astergaze.com). Any such termination will be effective immediately upon closure of your Account or acknowledgment by Bidhyarthi of your termination notice.

### **13.4 Effect of Termination**

Upon termination of the Service or the applicable feature or functionality thereof, your right to use the Service or the applicable feature or functionality thereof will automatically terminate, and we may delete Your Content associated therewith from our live databases. If we terminate your Account for cause, we may also bar your further use or access to the Service. Bidhyarthi will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, will survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

### **13.5 No Subsequent Registration**

If this Agreement is terminated for cause by Bidhyarthi or if your Account or ability to access the Service is discontinued by Bidhyarthi due to your violation of any portion of this Agreement or for conduct otherwise deemed inappropriate, then you agree that you shall not attempt to re-register with or access the Service through use of a different member name or otherwise.

## **14. INTERNATIONAL USERS**

The Service may be accessed from countries around the world and may contain references to services and Content that are not available in your country. These references do not imply that Bidhyarthi intends to announce such service or Content in your country. The Service is controlled

and offered by Bidhyarthi from its facilities in Nepal. Bidhyarthi makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other countries do so at their own volition and are responsible for compliance with local law.

## **15. GENERAL PROVISIONS**

### **15.1 Electronic Communications**

The communications between you and Bidhyarthi may take place via electronic means, whether you visit the Service or send Bidhyarthi emails, or whether Bidhyarthi posts notices on the Service or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Bidhyarthi in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Bidhyarthi electronically provides to you satisfy any legal requirement that such communications would satisfy if it were to be in writing.

### **15.2 Assignment**

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Bidhyarthi's prior written consent. Bidhyarthi may, without your consent, freely assign and transfer this Agreement, including any of its rights, obligations, or licenses granted under this Agreement. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

### **15.3 Force Majeure**

Bidhyarthi shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

### **15.4 Questions, Complaints, Claims**

If you have any questions, complaints or claims with respect to the Service, please contact us at: [hello@astergaze.com](mailto:hello@astergaze.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

### **15.5 Agreement Updates**

When changes are made, Bidhyarthi will make a new copy of this Terms of Use and/or Supplemental Terms, as applicable, available on the Service, and we will also update the "Last Updated" date at the top of this Agreement. If we make any material changes and you have registered an Account with us, we will also send an email with an updated copy of this Agreement to

you at the email address associated with your Account. Unless otherwise stated in such update, any changes to this Agreement will be effective immediately for users without an Account and thirty (30) days after posting for users with an Account. Bidhyarthi may require you to provide consent to the updated Agreement in a specified manner before further use of the Service is permitted. **IF YOU DO NOT AGREE TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU SHALL STOP USING THE SERVICE.**

## **15.6 Governing Law and Jurisdiction**

**THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF NEPAL, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

## **15.7 Exclusive Venue**

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Bidhyarthi agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the courts of Kathmandu, Nepal.

## **15.8 Choice of Language**

It is the express wish of the parties that this Agreement and all related documents have been drawn up in English.

## **15.9 Notice**

Where Bidhyarthi requires that you provide an email address, you are responsible for providing Bidhyarthi with a valid and current email address. In the event that the email address you provide to Bidhyarthi is not valid, or for any reason is not capable of delivering to you any notices required by this Agreement, Bidhyarthi's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Bidhyarthi at the following address: Bansbari, Kathmandu, Nepal or via email at [hello@astergaze.com](mailto:hello@astergaze.com). Such notice shall be deemed given when received by Bidhyarthi by letter delivered by recognized courier service or registered mail at the above address.

## **15.10 Waiver**

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

## **15.11 Severability**

If any portion of this Agreement is held invalid or unenforceable, that portion must be construed in

a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions must remain in full force and effect.

## **15.12 Export Control**

You may not use, export, import, or transfer the Service except as authorized by Nepali law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. You acknowledge and agree that products, services or technology provided by Bidhyarthi are subject to the export control laws and regulations of Nepal and potentially other jurisdictions. You shall comply with these laws and regulations and shall not, without prior government authorization where required, export, re-export, or transfer Bidhyarthi products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

## **15.13 Entire Agreement**

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

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### **Contact Information:**

#### **Bidhyarthi Application**

Email: [hello@astergaze.com](mailto:hello@astergaze.com)

Address: Bansbari, Kathmandu, Nepal

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*This Terms of Use Agreement is governed by the laws of Nepal.*