

Podar LMS – Terms of Use

1. Introduction

1.1 These Terms of Use (“Terms”) govern access to and use of the Podar Learning Management System (“LMS”), including all courses, memberships (such as Podar Pro), AI tools, assessments, communities, and related services (collectively, the “Services”).

1.2 The LMS is operated by Podar Eduspace / Podar Group (“Podar”, “we”, “us”, “our”). By creating an account, accessing, or using the Services, you (“User”, “you”, “your”) agree to be bound by these Terms and by any additional product-specific terms for memberships, bots, or programs.

1.3 If you do not agree to these Terms, you must not access or use the LMS.

2. User Accounts and Eligibility

2.1 To use the LMS, you must create an account and provide accurate, current, and complete information. You agree to keep your details updated at all times.

2.2 You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must not share, sell, or transfer your account to any third party.

2.3 The LMS may be used by students, parents/guardians (where applicable), working professionals, and institutional users as permitted by Podar. Additional age or eligibility conditions may apply to specific programs or courses.

3. Acceptable Use and Conduct

3.1 You agree to use the Services only for lawful purposes and in accordance with these Terms, applicable laws, and institutional rules (if any).

3.2 You agree that you will NOT:

- Access or attempt to access another user’s account without authorisation.
- Circumvent or attempt to circumvent any security or access-control features of the LMS.
- Upload, post, or transmit any content that is unlawful, abusive, harmful, defamatory, obscene, or otherwise objectionable.
- Use AI tools or other features to cheat in assessments, impersonate others, or violate academic or examination rules.

- Copy, record, scrape, download, or redistribute course content, videos, assessments, or bots, except as expressly permitted.

3.3 Podar reserves the right to suspend or terminate access to any user who breaches this Acceptable Use clause, without refund, and to pursue legal remedies where appropriate.

4. Courses, Programs, and Certifications

4.1 Course descriptions, learning outcomes, schedules, and assessment patterns are published on the LMS for information purposes and may be updated or modified from time to time.

4.2 Podar does not guarantee completion, certification, or any specific academic or professional outcome unless explicitly stated in the course details.

4.3 Issuance of certificates (participation, completion, merit, etc.) is subject to meeting the academic criteria, attendance, fee payment, and any other requirements specified for the course.

4.4 Podar may reschedule, modify, or cancel courses, sessions, or instructors where necessary, and will make reasonable efforts to inform enrolled learners in advance.

5. Intellectual Property and Content Protection

5.1 All course materials, videos, text, graphics, designs, assessments, questions, AI prompts, code, audio content, bots (including Interview Skills, Workplace Simulations, Podar Profiler), and any other content made available through the LMS are the intellectual property of Podar or its content partners and licensors.

5.2 Subject to payment of applicable fees and compliance with these Terms, Podar grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the content **for your personal learning purposes only** during the valid access period.

5.3 You must NOT (without prior written consent from Podar):

- Copy, reproduce, download, store, record (including screen recording), publicly display, distribute, or transmit any course content or AI interactions for any purpose other than your personal learning.
- Sell, resell, license, sub-license, or commercially exploit any part of the LMS or its content.
- Remove, obscure, or alter any copyright, trademark, or proprietary notices.

- Build a competing service or derivative training program based substantially on Podar’s content, bots, or assessments.

5.4 Violation of this clause may result in immediate account suspension or termination, removal of access to content, and may expose you to civil and/or criminal liability under applicable intellectual property laws.

5.5 Where the LMS contains content from partner institutions or third-party providers, their respective intellectual property rights and usage policies shall also apply.

6. User Content and Feedback

6.1 You may upload or submit content to the LMS, including assignments, answers, messages, discussion posts, feedback, or other materials (“User Content”).

6.2 You retain ownership of your User Content, but by submitting it on the LMS, you grant Podar a worldwide, non-exclusive, royalty-free, transferable, and sublicensable licence to use, host, store, reproduce, modify, adapt, publish, display, and create derivative works from such content **only** for purposes of operating, improving, assessing, and promoting the Services, and for academic / institutional needs.

6.3 You represent and warrant that your User Content:

- Does not infringe any third-party rights (including copyright, privacy, or publicity rights).
- Is lawful and compliant with these Terms.

6.4 Podar may remove or restrict access to any User Content that violates these Terms or is otherwise objectionable in Podar’s reasonable opinion.

7. Data Protection, Privacy, and Student Records

7.1 Podar is committed to protecting the privacy and security of personal data collected from students, parents, professionals, and institutional clients using the LMS.

7.2 Podar may collect and process the following categories of data, as applicable:

- Identification and contact information (name, email, phone, institution, etc.).
- Academic and profile information (class, stream, interests, goals).
- Usage data (login times, pages visited, content accessed, assessments attempted).
- Performance and assessment data (scores, attempts, feedback, progress).

- AI interaction data (transcripts, logs, analytics from interview bots or other AI tools).

7.3 Data is collected and processed for the following purposes:

- Delivering and managing courses, assessments, memberships, and support.
- Personalising learning paths, recommendations, and feedback.
- Generating analytics, insights, and reports for learners, institutions, and internal improvement (in aggregated or anonymised form where appropriate).
- Complying with legal and regulatory obligations.

7.4 Podar will **not sell or rent** your personal data to third parties. Data may be shared with:

- Payment gateways, infrastructure providers, and service partners who support the LMS, under appropriate data protection obligations.
- Institutions or organisations that have officially enrolled you into Podar's LMS as part of their programs (e.g., schools, colleges, training partners), in line with contractual arrangements.

7.5 Podar uses reasonable technical and organisational measures to protect personal data (such as secure servers, access controls, encryption where appropriate), but cannot guarantee absolute security against all threats.

7.6 A detailed Privacy Policy may be published separately on the website/LMS and shall form an integral part of these Terms. In case of any conflict between this section and the Privacy Policy, the Privacy Policy shall prevail for data protection matters.

8. AI Tools, Analytics and Automated Decisions

8.1 Certain Services, including interview bots, profilers, and analytics dashboards, are powered by artificial intelligence and machine learning systems.

8.2 Output from AI tools (scores, labels, feedback, suggestions) is **advisory in nature** and should not be treated as the sole basis for critical academic or career decisions. Users are encouraged to review such output with faculty, mentors, or counsellors.

8.3 Podar may use AI-generated analytics to:

- Provide performance insights and recommendations to learners.
- Support teachers, institutions, and administrators with aggregated views.

- Improve the accuracy, fairness, and robustness of AI models over time.

8.4 Podar will strive to review and mitigate systemic bias and inaccuracies in AI tools but does not guarantee error-free output.

9. Fees, GST, and Payments

9.1 Fees for courses, programs, memberships (including Podar Pro), and other paid services are listed in Indian Rupees (INR), unless stated otherwise.

9.2 All fees are **subject to Goods and Services Tax (GST) and other applicable taxes, levies, or cess as per prevailing law**, and GST shall be chargeable on every transaction. The total amount payable at checkout includes applicable GST and taxes, either embedded in the displayed price or shown separately.

9.3 By confirming a transaction, you authorise Podar and/or its payment processors to charge the full amount (including GST and charges) to your selected payment method.

9.4 Purchases are confirmed only upon successful payment. Podar reserves the right to cancel or suspend access if payment is reversed, disputed, or fails.

10. Promotions, Coupons, and Offer Combinations

10.1 Podar may from time to time offer promotions, coupons, referral rewards, launch offers, or discounts on courses or memberships.

10.2 Unless expressly stated otherwise, **no two offers, coupons, referral rewards, discounts, or promotional schemes may be combined or “stacked” on the same transaction. Only one offer will apply per transaction.**

10.3 Where more than one valid offer appears to apply, Podar may apply a single promotion that provides the **highest effective price benefit** to the learner, in line with Podar’s discount rules.

10.4 All promotions are subject to eligibility, validity periods, usage limits, and specific terms as communicated for each promotion and may be modified or withdrawn for future transactions without prior notice.

10.5 Promotional discounts once used are deemed consumed and are not reinstated or retroactively applied.

11. Refunds, Cancellations, and Changes

11.1 Refund policies for specific courses, programs, or memberships (such as Podar Pro) will be separately described in the relevant product pages or terms.

11.2 Unless stated otherwise, fees paid are non-refundable once you gain access to course content or membership benefits, except in cases of duplicate payment or proven technical failure attributable to Podar.

11.3 Podar may reschedule or modify course timelines and structures as reasonably required, and will endeavour to provide equivalent learning value.

12. Suspension, Termination, and Legal Action

12.1 Podar may suspend or terminate your account, restrict access to all or part of the Services, or remove content at any time if:

- You violate these Terms or any applicable law.
- You engage in academic dishonesty, cheating, impersonation, or misuse of AI tools.
- You infringe intellectual property rights or share content illegally.
- You engage in fraudulent payment activities, chargebacks, or abusive behaviour.

12.2 Suspension or termination on these grounds does not entitle you to any refund. Podar reserves the right to pursue civil and/or criminal remedies, including claims for damages and injunctions, where permitted by law.

12.3 You may request account closure by contacting support, subject to settlement of any outstanding dues and without prejudice to Podar's rights accrued up to the date of closure.

13. Disclaimers

13.1 The Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied, including but not limited to fitness for a particular purpose, accuracy, or non-infringement.

13.2 Podar does not guarantee any specific academic results, admissions, job placements, or career outcomes as a result of using the LMS or any course.

13.3 From time to time, maintenance, upgrades, or technical issues may affect availability. Podar will use reasonable efforts to minimise disruption.

14. Limitation of Liability

14.1 To the maximum extent permitted by law, Podar and its affiliates shall not be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or related to your use of or inability to use the Services.

14.2 Podar's total aggregate liability for any claim relating to the Services shall be limited to the amount of fees paid by you to Podar for the relevant course or membership during the twelve (12) months preceding the event giving rise to the claim.

15. Changes to Terms

15.1 Podar may update or modify these Terms from time to time.

15.2 Material changes will be communicated via the LMS, website, or email. Your continued use of the Services after such changes constitutes your acceptance of the updated Terms.

16. Governing Law and Dispute Resolution

16.1 These Terms shall be governed by and construed in accordance with the laws of India.

16.2 Subject to any mandatory dispute resolution process, the courts at Mumbai, Maharashtra, India shall have exclusive jurisdiction over all disputes arising out of or in connection with these Terms and the use of the LMS.

17. Contact

17.1 For any questions about these Terms, data privacy, or your account, please contact us through the Contact Us section on the LMS or via the official Podar support email.