



Terms & Conditions

Definitions

- (i) The AESL – Aakash Educational Services Limited [AESL] or its successors including its subsidiaries, holdings, Branches, Information Centres, and franchisee.
- (ii) The student - Student enrolled with the AESL.
- (iii) Parent- All biological parents and also, any person who is not a biological parent but has parental responsibility for the student irrespective of the relationship with the student.
- (iv) Guardian- A person who has been appointed by the Court of Law to take care of a minor student personally and/or manage the student's day-to-day affairs or a local guardian as appointed or authorized by the Parent.
- (v) Branch - Branches owned and controlled by Aakash Educational Services Limited [AESL].
- (vi) Centre – Centres owned and controlled by franchisees of Aakash Educational Services Limited.
- (vii) Appropriate Branch / Centre – Appropriate Branch / Centre concerning each student shall mean the Branch / Centre opted by or allotted to the student.

Admission and Procedure

To enroll with Aakash Educational Services Limited ("AESL"), the student/parent/guardian ("You" or "Your" or "you") shall fill out the admission form shared by an academic counselor. The admission form must be filled with the true, correct, accurate, and latest information, and submitted by the student and parents/guardian, along with all the required supporting documents/checklist* as communicated by the academic counselor. Incomplete forms may not be considered. It is compulsory to fill all the columns. Kindly provide all the required documents along with the duly filled-in admission forms. If the student/parents/guardian provides any information that is untrue, inaccurate, not current, or incomplete, or AESL has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, AESL reserves the right to disqualify/reject admission of the student from the AESL Aakash Digital School Integrated Programme Course ("Aakash AD SIP Course")

If AESL finds any discrepancy/pendency in the admission form as per the set criteria, in that case, the services will be put on hold until such discrepancies are resolved by the student/parent/ guardian. It is also compulsory to provide the correct and updated mobile No. & E-mail ID of the student/parent/guardian for any communication from AESL. AESL shall not be held responsible if any information or communication regarding the Aakash AD SIP Course does not reach the student if he/she has not mentioned his/her or parent's / guardian's updated & correct mobile No. / E-mail ID.

Course Material and Test Series:

All the course material including the question bank, test series (AIATS), and any other learning material, that may be made available from time to time, shall be dispatched to the student at the School correspondence address provided/mentioned in the enrollment form. AESL will dispatch all the course material as per dispatch schedules updated at school from time to time. If any student fails to receive the study material within 15 days from the date of dispatch, the same has to be informed to the AESL by writing an E-mail at: ad.sip@aesl.in If the study material provided to the student is lost/misplaced once delivered at his/her correspondence address, a duplicate book can be obtained after making a payment of Rupees 300/- per book (including GST), through DD / Cheque /Online / Card. AESL reserves the right to constantly update the course material (via additions, modifications, or removal) in terms of its numbers and the material, and accordingly, AESL will dispatch revised course material to students at the correspondence address. Additionally, If the dispatch of course material is returned to the AESL due to a change of address the courier/postage, charges of Rupees 500/- will be charged by AESL for resending the dispatch. If the said amount is not paid by the student/parent/ guardian, then the rest of the dispatches will be held. Any change in the address or phone number of student/parent/ guardian shall be communicated to AESL immediately. Such intimation may be given through a written application or email at ad.sip@aesl.in. In the event of non-compliance with this clause, AESL shall reserve the right to withhold the dispatch including but not limited to remaining subsequent dispatches.

Payment of Fees

- (a) The fees shall be payable in lump sums or through the financing option available at the time of admission.
- (b) All payment of fees for Aakash AD SIP Course including miscellaneous charges should be paid through any of the below-listed payment modes only:
 - Paytm QR Code
 - Online payment through HDFC Payment Gateway
 - Net banking (RTGS / NEFT / IMPS)
 - Cheque
 - Demand Draft (Hereinafter "DD")

Please note: The course fees include charges for student kits i.e. study material and/or any other facility that AESL may provide and no additional fee is charged from the students for student kits and/or any other facility that AESL may provide.

GST and other Taxes

- (a) In case any additional GST or any kind of taxes are levied by the Govt. or as per any law, on any type of scholarship/concession given to the student at the time of admission or during the progress of the course, then, the same will be

charged/recovered from the student/parents from the date of enforcement of the act by the government.

For Example: If a student is given a 100% scholarship then, he/she may not be charged any amount on account of the Registration Fee, Admission Kit and Digital Access Fee, and Tuition Fee (Except Technology Fee and exam Fee) depending on management discretion, but in case GST or any other tax is levied thereupon by the Govt. or as per law at any point of time, then the same will be charged/recovered from the student/parents.

- (b) In case, the government levies any kind of tax or increases the existing GST of 18%, then, such additional liability will be payable by the student/parent from the date from which such tax or increase in GST has come into force.

Online Testing Facility

- The Online Tests shall be available on our website: <https://www.aakash.ac.in/lms/login/>
 - The instructions for attempting Online Tests shall also be available on our website as per the test schedule.
 - Each student on enrolment shall be provided with a Username and Password through SMS.
 - The Username and Password provided to the student will automatically expire after completing the course.
- Please note:** 'Online Test' here includes all the tests conducted during the academic session as part of the course.

Course/Batch Change

- (a) If you wish to change Course / Stream (from Medical to Engineering or vice versa) /batch, he/she may be allowed to do so with the permission and at the sole discretion of the AESL and is subject to the following conditions:
 - You must submit an application from your registered email ID for a change of course/stream addressed to the AESL at the below-mentioned support numbers and email ID*.
 - Applicable fee shall be payable to AESL for stream/course change which will be communicated by AESL. Where such change is from a course with a higher fee to a course with a lower fee, no refund of the difference in the fee shall be made. However, where the change is from a course with a lower fee to a course with a higher fee, you shall be liable to pay the difference.
- (b) If any student wish to change from one batch to another, he or she may be allowed to do so at the permission and sole discretion of the AESL and is subject to the following conditions:
 - You must submit an application from the registered email ID for change of Course/ batch addressed to the AESL at the below-mentioned support email ID. Applicable fee shall be payable to AESL for batch/section change.
 - Such change cannot be claimed and/or demanded as a matter of right and shall be subject to the availability of seats. The decision of the AESL in this regard shall be final and binding. It can be done only once.

Students Conduct

- (a) Sincerity and Discipline: All students enrolled with the AESL are expected to work hard regularly and students shall strictly be bound by all the rules and regulations applicable to the Aakash Digital Course(s).
- (b) The AESL reserves the right to discontinue/rusticate a student from the enrolled course, in case any of the students is found to be misconducting (including but not limited to disturbance in the class by inappropriate use of language, watching videos on the platform of Aakash Digital, instance of mental/physical harassment of other students, severe privacy breach conduct by a student, passing comments and stalking a female student).
- (c) Supplying photocopies of Admit Cards, etc.: Students enrolled with the AESL shall provide photocopies of Admit Cards of various Foundations Level / Medical / Engineering Entrance Exams, as soon as they receive the admit cards from the examining body before/during Test Series to be conducted, failing which the student shall not be allowed to attend free Test Series & shall not be given Test papers.
- (d) The AESL reserves the right to discontinue/rusticate a student from the enrolled course, in case any of the students are found to be misconducting, using foul language, or threatening over the phone, email, or in-person towards the AESL or any of the staff members/ faculties.

Parents/Guardians' Conduct

- (a) It is the responsibility of the parents to submit the fee of their ward in time as per the schedule given in the prospectus. AESL will not send any reminders or calls to the Parents/Guardians/students for submission of fees.
- (b) Any change in Permanent / Correspondence Address, Mobile No. (student & parent) & e-mail ID should be notified in writing at the support email IDs as mentioned below* within 10 days of such change.
- (c) AESL reserves the right to discontinue/rusticate a student from the enrolled course, in case any of the parent/guardians are found to be misconducting including but not limited to using foul language or issuing threats over the phone, email or in person towards the AESL or any of the staff members of AESL, by inappropriate use of language, an instance of mental/physical harassment of other students/staff, breach of privacy, passing comments.



Limitation of Liability

- (a) **Eligibility:** It is for the students themselves to ascertain whether he/she is eligible for a particular competitive / entrance examination or not. The AESL and/or the branch/Centres shall not be held liable in the event a student's admission form cannot be forwarded or is rejected by the examining body on any ground whatsoever. Such a student cannot claim a refund of the whole or any part of the fee he/she has paid to the AESL.
It shall be the sole responsibility of the students to procure and forward duly filled and completed entrance exam admission application forms to the concerned examining bodies. The AESL owes no duty in this regard and shall not be held responsible for any failure on the part of the student in this regard.
- (b) **Force Majeure:** AESL shall not be liable for any delay or failure to perform its obligations (in total or part) if such delay or failure is due to any cause(s) including but not limited to, acts of God, strikes, lockouts, riots, lockdown, government restrictions, sanctions, wars, terrorism, insurrections, civil disturbances, earthquake, weather, fire, epidemic, pandemic, lockdown, explosions, and/or any other cause beyond the reasonable control of the AESL ("Force Majeure Event"). AESL shall not be held liable for any loss and/or damage of life or property due to any mishappening and/or accident at AESL due to the reason of Force Majeure Event. Furthermore, it is further understood that in case of lockdown or for any reason due to any other reason on the account of which classes can't be held at any branch/center of AESL, such classes may be held/conducted in online mode in the interim in compliance with the laws, rules and/or regulations as may be applicable under the law for time being in force. Accordingly, no refund shall be given to any of You in such cases. However, classes may not be conducted in any mode (offline and/or online), if running of the classes is prohibited as per the applicable laws, guidelines, and regulations, during such period Force Majeure event. No refund shall be made to any student/parent/guardian in this respect.
- (c) **Misprint & Defective Lessons:** Each lesson is checked thoroughly to rectify errors in study material before it goes for printing. However, considering the large number of pages involved, some misprints or errors may occur and AESL shall not be held liable for any loss and/or damage due to any misprints or errors in study material. In case you notice it, please inform the same at the support number and email IDs as mentioned below*. Please check all the booklets and pages carefully. Blank or missing pages in the lesson must be brought to the notice of AESL within 5 days of receiving the study material.

General Clause

- (a) **Student / Parent communication:** AESL may contact from time-to-time to the parents/ students/ guardians through SMS, WhatsApp, email, and call to give notifications on various important updates. Therefore, the students/ parents/ guardians should not hold AESL liable for any liabilities including financial penalties, damages, or expenses in case the student/parent/guardian's mobile number is registered with Do Not Disturb (DND) or National Do Not Call (NDNC) Registry database. The students/parents/guardians undertake and represent not to lodge any claims against the Institute in this regard.
- (b) **Intellectual Property Rights:** Intellectual Property Rights mean and include but are not limited to products, proprietary information, patents, trademark rights, logos, technology, study material, utility models, design, know-how, trade secrets, databases, industrial processes, source codes, copyrights (including rights in computer software) and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognized under the law applicable for time being in force. It is clearly understood and agreed that the AESL shall own and retain all rights, titles, and interest in and to any Intellectual Property Rights created or developed by AESL. Nothing contained herein shall assign or transfer in any manner whatsoever, any of the rights, title, or interest in Intellectual Property Rights of one Party to the other Party.
- (c) By submitting the admission form it is understood that You have read, understood, and consented to all the terms and conditions of this admission form. It is further

Declaration

- I acknowledge that I have read the 'Terms & Conditions' and agree to abide by the same.
- I understand that if the details on this enrollment form are not completed, my application may not be processed. I further understand that completing and submitting this form does not guarantee registration on my preferred test date or Admission. I understand that my registration/Admission will be confirmed in writing by AESL.
- I certify that the information in my application is complete, true, and accurate.
- I understand that the work I produce in the test remains the property of AESL and will not be released to me. In cases of proven or suspected malpractice, my work may be provided to relevant authorities.
- I understand and agree that the personal information will be collected by Aakash Educational Services Limited ("AESL") while submitting the admission form and the personal information may be used or stored by the AESL as mentioned under the AESL's Privacy Policy at <https://www.aakash.ac.in/privacypolicy>. I have read and agree to the AESL's privacy policy, transfer policy and refund policy in its entirety. I have also read, understood, and agree to abide by the terms of the consent form enclosed with this admission form.
- I have read, understood and agree to the AESL's transfer policy and refund policy available at www.digital.aakash.ac.in in its entirety.

- understood that post admission of the students, You shall not make false excuses or misrepresentations of not reading the terms and conditions mentioned under this admission nor can be used as an excuse for any kind of additional refund or discount.
- (d) ***Scholarship/concession/discount Note:** In case GST or any kind of indirect tax is levied by the Govt. or as per any law, on any type of scholarship/concession/ discount given to the students at the time of admission or during the progress of the course, then, the same will be charged/recovered from the student/parents/ guardians.

Publicity

AESL reserves the right to use the single / group photograph(s) and name of the student for publicity in all kinds of media, if the student secures a position/rank or succeeds in any Foundations / Medical / Engineering Entrance Exams in India or any test at international level at any time. In addition to the photograph, AESL also reserves the right to record video-audio testimonials of the student & parent for referencing or promotion, as required by AESL at any stage during and/or after the completion of the course for publicity in all kinds of media. No separate permission will be taken from parents/students for the same.

Reservation of Rights

- (a) AESL reserves its right to make any alteration in its programs/venue/timing and days of classes without any prior notice to students/parents. The decision of AESL will be final and binding on the students & parents.
- (b) At all times, AESL retains an unconditional and irrevocable right to modify, change, or delete these terms and conditions or any part thereof, without any prior notice. It shall be Your responsibility to check the updated terms and conditions which are also available at www.digital.aakash.ac.in.

Disclaimer

If at any point in time, there is a change in the policy of the Govt. / conducting body regarding the pattern of Entrance / Competitive Exams AESL may at its own discretion update/modify the course contents, and assignments, and reschedule the days and timings as per the need to meet the requirements of the new pattern of exam.

Dispute Resolution

For any grievances, you may mail us at grievances@aesl.in, where such grievances are not addressed to your satisfaction or in case, any dispute or difference arises between you and AESL regarding the interpretation of these terms and conditions, non-payment of any claim, or any dispute arising out of or under these terms and conditions, the same shall be referred to the arbitration within 60 days of either party notifying the other party to the Agreement of such dispute, for adjudication under the provisions of Arbitration & Conciliation Act, 1996. Parties shall mutually appoint a sole arbitrator, whose decision shall be final and binding upon the parties. The sole Arbitrator shall conduct the arbitration proceedings in New Delhi. It is also agreed between the parties that the arbitration proceedings would be conducted in English only and in no other language. If such appointed Sole Arbitrator is unable to continue with such Arbitral proceedings for any reason whatsoever, a new Sole Arbitrator shall be appointed by mutual consent of the parties who shall continue with the Arbitral proceedings from the stage where the proceedings were left by his predecessor. That the Courts at New Delhi shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at New Delhi) over any or all disputes arising out of this Agreement and the parties hereby submit themselves to the jurisdiction of such Courts and/or Tribunals.

Important Information

Please read these conditions carefully as they shall form part of the contract between the Parent / Student (If he/she is a major) and AESL. Further by admitting/enrolling your ward at AESL and by paying the requisite fees, you explicitly acknowledge that you have read & understood the terms and conditions relating to admission to AESL (also available at AESL's Website at www.digital.aakash.ac.in) and agree to abide by and be bound by it. Any deficiency in the admission process cannot be pleaded as an excuse for not abiding by the terms and conditions relating to admission/payment of fees/refund/usage of student name by AESL etc.

(Signature of the Parents/Guardian*)

(Signature of the Student*)