

# V'smart Online Purchase Policies

## **I. Video Classes Licence Agreement:**

– SINGLE USER, SINGLE LAPTOP ONLY

- 1) Vsmart Video Content is sold for single user/customer for single laptop only. No sharing of video content in a group or in sharing is allowed as per this agreement.
- 2) No external Transfer of video content to any other device is allowed in this agreement, and shall be restricted to Laptop only
- 3) No external recording of video content by screen recording application or using external camera or by any means is allowed in this agreement.
- 4) Breach of this agreement leads to complete block of video classes and lawful action under the copyright act of 1957 and penalty upto 20 lakhs.

## **Copyright:**

- 5) The Content is copyrighted and protected under the Indian Copyright Act of 1957, The Content shall remain the sole and exclusive property of VSMART ACADEMY. Use of the Content is licensed, not sold, pursuant to the terms of this License Agreement. Use of the Content without agreeing to this License Agreement, or a breach of these License Agreement terms, is copyright infringement.
- 6) VSMART ACADEMY grants you a non-exclusive and non-transferable license to use the Content only as provided in this License Agreement. Unauthorised copying, re-recording, broadcasting, public performance, hiring or rental of this recording in whatever manner is strictly prohibited under the Indian Piracy Law & Copyright Act of 1957.

## **Definition :**

- 7) “Content” shall mean animations, templates clipart, footage, graphics, music, sounds, and text regardless of whether the Content is obtained delivered via any Storage Media, or obtained from a VSMART ACADEMY authorized distributor, together with all accompanying material.
- 8) “Storage Media” shall mean PEN DRIVE, digital video disc (DVD), or any other storage device or media now known, or hereafter created.
- 9) “User” shall mean the individual, legal entity or agent entering into this license agreement or any employee or contractor of such individual, legal entity or agent that accesses the Content. All Users shall only use the Content in accordance with the terms of this Agreement

## **II. Replacement Policy:**

Customer can replace his/her purchased course/product/item within (5) five days with the following terms & conditions.

- 1) Replacement is only be done with same and not with other course/products/items.
- 2) If received a wrong course/product/item
- 3) If received product is damaged or non-working condition.
- 4) If received product or Vsmart software/player not functional under valid Laptop Configuration and cannot be resolved remotely by the technical team.

## **How to do this?**

Email – contact@vsmartacademy.com

Email Subject Line – Product Replacement

Email Body - With Order details & description

#### Vsmart Team Support:

- a) Replacement claim shall be emailed immediately or within (5) five days from the date delivery. We request to customer, please attach video/photos if the product is damaged or wrong receivable of content.
- b) Upon receiving a request for replacement, Vsmartteam will investigate the case and will ask for necessary details from the customer as needed. Customer must provide necessary details within (3) three days from the date of email request from Vsmart team.
- c) Once the replacement claim is approved, a customer has to ship the received damaged product back to the address – Vsmart Academy, B2A, Abhimanshree Society, Gate#3, Pashan Rd, Aundh, Pune, Maharashtra– 411008.
- d) Return product has to be shipped within (3) three days and tracking details will be emailed back to Vsmart team on same email thread.
- e) Replacement order will immediately be processed & dispatched after receiving of original product.
- f) Replacements can be claimed for tangible products like CD/DVD/USB/PenDrives/Printed Material.
- g) Vsmart Academy reserves all the rights to accept or reject a replacement claim made by the customer and to replace a product with new/ fresh /genuine product.
- h) All the products listed on [vsmartacademy.com](http://vsmartacademy.com) are non-cancellable products.

#### III. Exchange Policy:

No course/product/item exchanged is allowed with other Vsmart course/product/item.

a. In this case, customer has to cancel his/her original order as per “Cancellation Policy” terms & conditions provided herein.

#### IV. Cancellation/Return/Refund Policy:

Customer can cancel or return or refund his/her order with the following terms & conditions.

Purchase Order (PO) will be cancelled or returned or refunded only for valid reasons.

- 1) If customer received order different than described in course description, Vsmart allow 100% refund, plus bare return shipping cost at Vsmart end.
- 2) If Vsmart could not help you to run Vsmart Software under valid Laptop Configurations with all efforts, then Vsmart allow 100% refund, plus bare return shipping cost at Vsmart end.
- 3) For any reason than above, customer wants to cancel or return the order, then following terms & conditions will be applied

**a) If order is not dispatched or notpicked up:** within (3) three days from date of purchase (PO), thenTotal amount 100% will be refunded. Refund initiation time will be 3to 5 days.

*For example – (Purchase Value, Rs. 10,000) – (Cancellation Charges, Rs. 0) = (Refunded Value, Rs. 10,000)*

**b) If order is dispatched or picked up:** Total amount less 15% cancellation charges, less shipping charges will be refunded if order is dispatched.

Refund will be initiated after receiving return shipment from the customer.

*For example – (Purchase Value, Rs. 10,000) – (Cancellation Charges, Rs. 1500) – (Shipping Charges, Rs. 500) = (Refunded Value, Rs. 8,000)*

In this case, all return shipment charges are borne by customer.

This policy is only applicable for [www.vsmartacademy.com](http://www.vsmartacademy.com) online orders.

## **How to do this?**

Email – contact@vsmartacademy.com

Email Subject Line – Cancellation or Return or Refund of the Course

Email Body - With Order Details & Valid reason of Cancellation or Return or Refund of the course.

## **No Refund for any reason**

Order will not be cancelled and refund will not be processed for any reason

- a) If we receive your email request after **five (5) days** from date of PO.
- b) If you activate your video classes
- c) If returned material is damaged or found to be used at customer end.

## **V. Course Activation Time Limit:**

1. Video course must be activated within 6 months (180 days) from the date of PO for any technical support on course activation.
2. Course validity of 6 months (180 days) will only start from date of course activation.
3. **Case 1:** If you have purchased video course on 1<sup>st</sup> Jan and activated your course on same day using activation code/key then your course will be having 6 months (180 days) validity to watch these video classes. That means, this course will be expired on 30th June
4. **Case 2:** If you have purchased video course on 1<sup>st</sup> Jan but for some reason you have activated your course after 3 months (1<sup>st</sup> April) using activation code/key then your course will still be having validity of 6 months from the date of activation. That means, this course will be expired on 1<sup>st</sup> September.
5. **Case 3:** If you have purchased video course on 1<sup>st</sup> Jan then you are having maximum 6 months (180 days) to activate this course. That means you have to activate your course on or before (30<sup>th</sup> June) using activation code/key. If you activate the course on 30<sup>th</sup> June then your course validity will start from same date till next 6 months, that means, this course will be expired on 30<sup>th</sup> Dec.
6. Video Course is provided with 1.5 time video play time for each video classes. For example – for 3 hrs video lecture, you will be provided with 4.5 hrs total play time. In this total play time, customer can start or stop the videos as many times as they want. No pause time is counted in this case. However, once the total time is consumed, video will be stop permanently for further play and cannot re-activated or provided with any extra time. Please note – Video play time will be counted with your video play speed. For example, if video play speed is 1.0x then video play time counted accordingly, if you increase the speed of video to 1.5x then video playtime counting will match the 1.5x speed.

## **VI. Course Re-Activation:**

Existing customer can request for course reactivation with following terms & conditions.

1. Our video classes are provided with **one time free** activation of video classes.
2. However, in many reason customer request for reactivation of course from one window laptop to another, or formatting of same laptop due some reason or using activation code on wrong desktop or mac laptop/pc and many more case. In this case, we do help our customers in reactivating their course on same or different window laptop. However, this process requires re-generation of code from server and cost us money. Therefore, every reactivation of course has to **pay Rs. 500** by the customer for their any own reason.
3. Course reactivation doesn't mean renewal of no. of views or renewal of video play time of classes. No extra views or play time is provided for your video classes in reactivation.
4. There is no option to renew no. of views or play time of video classes. In this case, you have to purchase new course at our website ([www.vsmartacademy.com](http://www.vsmartacademy.com)).

## How to do this?

Email – ithelp@vsmartacademy.com

Email Subject Line – Course Reactivation

Email Body - With Order Details

Support from Technical Team:

- a. Separate payment link will be provided to pay Rs. 500 charges of your course reactivation.
- b. You have to do the payment on given link and send a screen shot of successful transaction details on above email id in reply.

## VII. Course Validity Extension + Video Lecture Views Renewal/Reset

If Customer has purchased any course in last attempt and haven't been able to finish his/her course within course validity time and want to extend his/her course validity

Or if he or she watched few video lectures of this course and now wants to watch all the video lectures from the start for next attempt, in that case he/she can re-set/renew views of entire course under following condition.

Option	Discount	Need to pay	Condition	Procedure
1. Course validity extension only	75%	25%	Irrespective of total time watched of the total allotted time of the course  Course Playback time or views will be carried forward as is.	In this case, only course validity will be extended to next 6 months. No playback time or Views will be reset or renewed. Course Playback time or views will be carried forward as is available with the course.
2. Course validity extension + Course View Renewal	50%	50%	If total time watched is less or equal to 45% of the total allotted time of the course  For example - If the total course allotted time is 10,000 minutes and if you have watched 4500 minutes or less then you are eligible in this option	All video lectures views or playback time will be re-set to 100%, Pluscourse validity will be extended to next 6 month from the date of course re-set.  Or You can replace your old course content with new course as per the criteria under policy VIII Replacement of Old Course Content (Lectures + Books) with New Course Content.
3. Course validity extension + Course View Renewal	0%	100%	If total time watched is more than 45% of the total allotted time of the course  For example - If the total course allotted time is 10,000 minutes and if you have watched more than 4500 minutes then you are eligible in this option	No discount in this case. Better you purchase a new course.
Note 1	<p><b>Course Validity Extension:</b></p> <ol style="list-style-type: none"><li>a. Our video classes are having 6 months (180 days) of validity from the date of course activation. In other words, course/video classes will be expired after 6 months from the date of course activation and no further watching of course is possible.</li><li>b. Extension of course is only possible after current expiration of course validity.</li><li>c. This offer is allowed only one time within 18 months from the date of course purchased (PO).</li><li>d. Discount &amp; Pricing will be calculated based on your order value or invoice value.</li><li>e. In this case, you will not be provided with any new course content. This is just a validity extension of your existing course</li></ol>			

Note 2	<p>Course validity extension+Course View Renewal/Reset:</p> <ol style="list-style-type: none"> <li>Total time watched is of entire course and not per lecture</li> <li>This offer is allowed only one time within 18 months from the date of course purchased (PO)</li> <li>Discount &amp; Pricing will be calculated based on your order value or invoice value.</li> <li>In this case, you will not be provided with any new course content. This is just an re-set &amp; extension of your existing course</li> </ol>
Note 3	<p>How you can do this?</p> <p>Email – <a href="mailto:ithelp@vsmartacademy.com">ithelp@vsmartacademy.com</a></p> <p>Subject Line - Validity Extension or Video Lecture Views Re-set</p> <p>Description – Provide order details and detailed explanation</p>
Note 4	<p>Support from Technical Team</p> <ol style="list-style-type: none"> <li>Team will verify your order details &amp; detailed explanation</li> <li>Team will check &amp; verify your total watch time in our system and based on that we will inform you whether you are eligible in this criteria.</li> <li>Team will inform you and provide you a separate payment link for additional payment of course fee.</li> </ol>

### **VIII. Replacement of Old Course Content (Lectures + Books) with New Course Content**

If Customer has purchased any course in last attempt and if he/she didn't get a chance to watch &complete his/her course in that attempt for any reason, and want to fresh start his/her new attempt preparation with new lectures & course material, in that case he/she can replace the old course content with new one under following conditions with certain discount offering.

Option	Discount	Need to pay	Condition	For Example
1	60%	40%	If the course is not activated or not viewed	If the total course allotted time is 10,000 minutes and if you have watched Zero (0) minutes then you are eligible in this option
2	50%	50%	If total time watched is less or equal to 15% of the total allotted time of the course	If the total course allotted time is 10,000 minutes and if you have watched 1500 minutes or less then you are eligible in this option
3	40%	60%	If total time watched is less or equal to 30% of the total allotted time of the course	If the total course allotted time is 10,000 minutes and if you have watched 3000 minutes or less then you are eligible in
4	30%	70%	If total time watched is less or equal to 45% of the total allotted time of the course	If the total course allotted time is 10,000 minutes and if you have watched 4500 minutes or less then you are eligible in this option
5	0%	100%	If total time watched is morethan 45% of the total allotted time of the course	If the total course allotted time is 10,000 minutes and if you have watched more than 4500 minutes then you are eligible in this option
Note 1	Total time watched is calculated of entire course and not per lecture			
Note 2	This offer is allowed only one time within 18 months from the date of course purchased (PO)			
Note 3	Discount & Pricing will be calculated based on present regular fee of course (without considering any additional discount listed for the course)			

Note 4	In this case, you will be placing a new order with new course content and we don't require your old course material in return
Note 5	<p>How you can do this?</p> <p>Email – <a href="mailto:ithelp@vsmartacademy.com">ithelp@vsmartacademy.com</a></p> <p>Subject Line - Replacement of Old Course Content with New Course Content</p> <p>Description – Provide order details, Serial Number/key and detailed explanation for replacement</p>
Note 6	<p>Support from Technical Team</p> <ol style="list-style-type: none"> <li>Team will verify your order details, Serial Number/key&amp; reason of replacement with new course content</li> <li>Team will check &amp; verify your total watch time in our system and based on that we will inform you in which category you fall under</li> <li>Team will inform you via email, how you can place a new order with discounted pricing</li> </ol>