

# Terms of Service – Winquest Online

Welcome to Winquest Online (“Winquest,” “we,” “us,” or “our”). These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Winquest Online regarding your access to and use of our website, mobile applications, learning platforms, and all related services, content, tools, and features (collectively, the “Services”).

**By registering for, accessing, browsing, or otherwise using any part of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy , Cookie Policy, and any other policies or guidelines referenced herein in this website and application. If you do not agree to these Terms, you must not access or use the Services.**

Winquest Online reserves the right to take whatever lawful actions it may deem appropriate in response to an actual or suspected violation of these Terms, including, without limitation, suspending or terminating any account you have created on these Services.

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## 1. Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- **Account:** means a unique account created for you to access our Service or parts of our Service.
- **Organisation:** (referred to as either "the Organisation", "We", "Us" or "Our" in this Agreement) refers to Winquest Online.
- **Content:** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the Site.
- **Cookies:** are small files that are placed on your computer, mobile device, or any other device by a website, containing the details of your browsing history on that website among its many uses.
- **Device:** means any device that can access the Service such as a computer, a cell phone, or a digital tablet.
- **Personal Data:** is any information that relates to an identified or identifiable individual.
- **Service:** refers to the services provided by online educational website (WinquestOnline.com), mobile applications, learning platforms, and all related services, content, tools, and features.
- **Service Provider:** means any natural or legal person who processes the data on behalf of the Organisation. It refers to third-party companies or individuals employed

by the Organisation to facilitate the Service, to provide the Service on behalf of the Organisation, to perform services related to the Service, or to assist the Organisation in analyzing how the Service is used.

- **Usage Data:** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website:** refers to Winquest Online, accessible at <https://www.Winquestonline.com>.
- **You:** refers to the individual accessing or using the Service, or the Organisation, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

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## 2. Acknowledgment & Agreement to Terms

**BY ACCESSING OR USING THE ONLINE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME.**

You acknowledge that you have read these Terms of Service and agree to be bound by them. All amendments and updates to these Terms are effective immediately upon notice, which we may give by any means, including but not limited to posting notice of the revision on the Services homepage. You are not permitted to access or use the Services if you do not agree to any updated Terms.

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## 3. Eligibility & User Accounts

### 3.1 Age Requirements

To foster a safe and compliant learning environment:

- **Minimum Age:** You must be at least Eighteen (18) years old to create an individual user account and register for the Services.
- **Parental/Guardian Consent (Under 18):** If you are under Eighteen (18) years old, a parent or legal guardian must register an account on your behalf and it will be considered that they have accepted these Terms and our Privacy Policy. By doing so, they certify that they are your parent or legal guardian and agree to be bound by these Terms.
- **Minors; Parent/Guardian Responsibility:** Our Services are intended primarily for children below the age of eighteen (18). Any account registration, enrolment, subscription, payment, consent, or acceptance of these Terms in respect of a minor must be undertaken by the minor's parent or lawful guardian. The parent or lawful guardian, and not the minor, shall be deemed to have entered into the contract with us and shall be fully responsible for all obligations arising under these Terms, including payment obligations, compliance with our policies, and all communications relating to the Services. By completing registration on behalf of a minor, the parent or lawful guardian confirms that they are duly authorized to do so and agree to be bound by these Terms and our Privacy Policy.

- **Children’s Online Privacy Protection Act (COPPA) – USA (Under 13):** For users under thirteen (13) years old in the United States, our practices are specifically designed to comply with the Children’s Online Privacy Protection Act (COPPA). Parental consent is strictly required for the collection of any personal information from children under 13. Parents/guardians must review and agree to our Privacy Policy, which details our COPPA-compliant practices.
- **Other Jurisdictions:** We adhere to the age-related data protection laws in other applicable jurisdictions, including but not limited to GDPR (EU/UK), PIPEDA (Canada), PDPA (Singapore), and the Privacy Act 1988 (Australia).

### 3.2 Account Responsibility

- **Accurate Information:** You must provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Winqest reserves the right to suspend or terminate your account if any information provided is found to be inaccurate, incomplete, or misleading.
- **Confidentiality & Security:** You are responsible for all activity under your account and must maintain confidentiality of login details. You are solely responsible for maintaining the confidentiality of your account login credentials (username and password) and for all activities that occur under your account. You agree to notify Winqest immediately of any unauthorized use of your account or any other breach of security. Winqest cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.
- **Prohibition of Account Sharing:** Sharing accounts with unauthorized users is prohibited. Your account is personal to you. Sharing your account with any other individual, whether authorized or unauthorized, or allowing multiple users to access the Services through a single account, is strictly prohibited. Violation of this provision may result in immediate suspension or termination of your account without refund.

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## 4. Scope of Services

Winqest Online is dedicated to providing comprehensive educational resources. Our Services include, but are not limited to:

- **Online Academic Tutoring, Courses, and Learning Resources:** One-on-one and group tutoring sessions, structured online courses (live interactive classes, pre-recorded video lectures, self-paced learning modules), and a rich library of study materials, e-books, practice questions, quizzes, assessments, and digital learning tools.
- **Curriculum Alignment:** Educational content aligned with various globally recognized curricula, including but not limited to USA (AP, SAT, ACT), CBSE, ICSE, IB (International Baccalaureate), IGCSE, and other national or international standards.
- **Teacher-led Instruction:** Platforms and resources for teacher-led instruction, homework help, and exam preparation.

- **Access:** Access to live and recorded sessions, assessments, apps, and study materials.
- **Mobile Applications:** Functionality available through dedicated mobile applications on various operating systems.

**Independent Contractors:** Winqest Online connects learners with a variety of experts and professionals. Tutors, instructors, experts, educators, and other professionals on the platform are independent contractors who use their own styles, methods, and materials and create their own lesson plans based upon their experience, professional judgment, and the learners with whom they engage.

**Flexibility of Services:** We may add, update, or discontinue features at our discretion. Winqest reserves the right to add, update, modify, suspend, or discontinue any feature, content, or aspect of the Services, temporarily or permanently, with or without prior notice. While we endeavor to provide advance notice for significant changes, you acknowledge that such modifications may occur. We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

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## 5. Payment & Refund Policy

At Winqest Online, we are committed to providing a seamless and transparent payment process for our students and parents. Our payment terms, refund policies, and guidelines for missed classes are designed to ensure a hassle-free learning experience.

### 5.1 Payment Security & Processing

We do not store or collect your payment card details. All payment transactions are securely processed by third-party payment providers that comply with PCI-DSS standards established by major financial brands like Visa, Mastercard, American Express, and Discover. These measures ensure the highest level of security for handling payment information. Upon successful payment, Winqest Online can provide an email confirmation of the transaction.

You represent and warrant that you have the legal right to use any card(s) or another payment method(s) in connection with any purchase, and that the information you supply to us is true, correct, and complete.

We may employ the use of third-party services to facilitate payment and the completion of purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

### 5.2 Payment Terms

- **Monthly Advance Payment:** Winqest Online follows a monthly advance payment system, requiring parents to pay the fees before the start of each month to confirm

enrollment and continue ongoing classes. Our Accounts Department will notify parents about due payments at the beginning of each month.

- **Payment Structure:**
  - **One-to-One Personalized Classes:** Parents must pay for at least one month's classes in advance to secure enrollment.
  - **Group Classes:** For new enrollments, parents must pay two months' fees in advance before starting the group session. For existing students, payments will be collected every two months.
- **Pricing Changes & Availability:** All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary. In the event that prices are changed during the period between an order being placed for Services and Us processing that order and taking payment, then the price that was valid at the time of the order shall be used. We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on the Website.
- **No Hidden Fees:** This structured approach ensures an uninterrupted learning experience, transparent payments, and no hidden fees or long-term commitments.

### 5.3 Orders and Provision of Services

- **Contractual Offer & Acceptance:** No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you a payment confirmation. Only once We have sent you a payment confirmation will there be a binding contract between Winquest Online and you.
- **Order Confirmation Details:** Order confirmations will be sent to you before the Services begin and shall contain the following information: [Details of the order, e.g., service plan, duration, price, billing cycle].
- **Non-Acceptance of Order:** If we, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.
- **Payment Timing:** Payment for the Services shall be taken via your chosen payment method, immediately for any setup fee that corresponds to the service plan you purchased and at the same day of each subsequent month ("billing cycle") for charges accrued during the month ("billing cycle") AND/OR as indicated in the confirmation you received.
- **Service Fulfillment:** We aim to fulfill your order within 2-3 working days or if not after receipt of the payment, within a reasonable period following your Order, unless there are exceptional circumstances. If we cannot fulfill your Order within a reasonable period, we will inform you at the time you place the Order by a note on the relevant web page or by contacting you directly after you place your Order. Time is not of the essence of the Contract, which means we will aim to fulfill your Order within any agreed timescales but this is not an essential term of the Contract and we will not be liable to you if we do not do so.
- **Service Standard:** Winquest Online shall use all our reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.

- **Incorrect Services:** In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact Us immediately to inform Us of the mistake. We will ensure that any necessary corrections are made within five (5) working days.
- **Additional Service-Specific Terms:** Additional terms and conditions may apply to the provision of certain Services. You will be asked to read and confirm your acceptance of any such terms and conditions when completing your Order.
- **Technical Support:** Winquest Online provides technical support via our online support forum and/or phone. Winquest Online makes every effort possible to respond in a timely manner but we do not guarantee a particular response time.

#### 5.4 Missed Classes & Makeup Sessions

We understand that students may occasionally miss a class due to unforeseen circumstances. Our policies for missed classes are as follows:

- **One-to-One Sessions:**
  - If a student misses a class for personal reasons, a makeup session will be scheduled at a mutually convenient time.
  - If a class is missed due to Winquest Online's fault (teacher unavailability or technical issues), a makeup session will be provided at no extra charge.
  - **No-Show Policy:** A student is allowed one rescheduled no-show class per month. Beyond this, any missed class without at least 12 hours' prior notice will be chargeable.
- **Group Sessions:**
  - If a student misses a group class for personal reasons, no makeup session will be provided.
  - Students will receive a recording of the live session, allowing them to review missed material before the next class.
  - If a class is missed due to teacher unavailability or technical issues, a makeup session will be arranged.

This policy ensures students do not miss out on valuable learning opportunities while maintaining fairness.

#### 5.5 Refund Policy

We prioritize customer satisfaction and offer a flexible refund policy for any dissatisfaction.

- **Changing Teachers:**
  - If a parent or student finds a teacher unsuitable, we offer a teacher change and reschedule new sessions.
  - If the issue persists after changing the teacher, a full refund for remaining sessions will be provided.
- **Discontinuing Classes:**
  - If a student decides to discontinue, the refund will be calculated based on unused classes within the current month.
  - Advance payments for upcoming months will be refunded in full.

- **Refund Processing Time:** Refunds are typically processed within 7 to 10 business days, depending on the original payment method used. Any applicable transaction fees will be deducted from the refunded amount.
- **Statutory Cooling-Off Period (EU/UK & Other Applicable Jurisdictions):** You may have a statutory right to a “cooling off” period. This period typically begins once your order is confirmed and the contract between Winquest Online and you is formed and ends at the end of 14 calendar days after that date. If you change your mind about the services within this period and wish to cancel your order, please inform Us immediately using the email: [contact@Winquestonline.com].
- **Waiver of Cooling-Off for Immediate Services:** If the Services are to begin within the cooling-off period, you are required to make an express request to that effect. By requesting that the services begin within the 14-calendar day cooling-off period, you acknowledge and agree to the following: If the services are fully performed within the 14-calendar day cooling-off period, you will lose your right to cancel after the services are complete.
- **Refund for Partially Performed Services within Cooling-Off:** If you cancel the Services after provision has begun but is not yet complete within the cooling-off period, you will still be required to pay for the services supplied up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the services and the actual services already provided. Any sums that have already been paid for the services shall be refunded subject to deductions calculated in accordance with the foregoing.
- **Refunds, where applicable, will be issued within 5 working days and in any event no later than 14 calendar days after you inform Us that you wish to cancel.**
- **Cancellation After Cooling-Off Period:** Cancellation of services after the 14 calendar day cooling-off period has elapsed shall be subject to the specific terms governing those services and may be subject to a minimum contract duration. The amount due shall be calculated in proportion to the full price of the services and the actual services already provided. Any sums that have already been paid for the services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 5 working days and in any event no later than 14 calendar days after you inform Us that you wish to cancel.
- **No Refunds for Partial Usage:** No refunds for partial subscription usage, unless required by law.
- **Exceptions:** Unless expressly stated in this Payment & Refund Policy or required by law, we do not offer refunds for:
  - Dissatisfaction with academic outcomes, which are influenced by numerous factors beyond our control.
  - Failure to utilize the Services.
  - Promotional offers or discounted packages specifically marked as non-refundable.

## 5.6 Rules of Violation

To maintain integrity and security on our platform:

- Direct payments to tutors are strictly prohibited.
- Any attempt to bypass Winquest Online by making private arrangements with a tutor will result in the termination of services, and Winquest Online will not be responsible for any losses incurred.

## 5.7 Payment Methods

Winquest Online offers multiple secure payment options:

- **International Payment Methods:** PayPal, Wise, Western Union, Remitly.
- **Indian Payment Methods:** UPI (Google Pay, PhonePe, Paytm, etc.), Bank Transfer.
- **Local Currency Payments:** We accept payments in country-specific local currencies, which are converted to INR where applicable.

## 5.8 Taxes & Additional Charges

- Taxes will be applied based on local regulations.
- Any transaction fees imposed by the selected payment method must be borne by the payer.  
Additional charges, conversion charges, or bank fees are your responsibility.

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## 6. Acceptable Use & Prohibited Conduct

You agree not to use Service only for lawful purposes and under Terms. Your access to and use of the Services are conditioned upon your adherence to these Terms. You agree not to engage in any of the following prohibited activities:

- **Illegal or Harmful Use:** In any way that violates any applicable national or international law or regulation. Use the Services for any purpose that is illegal, fraudulent, harmful, or in violation of any applicable local, state, national, or international law or regulation.
- **Misrepresentation:** Misrepresenting your identity, credentials, or qualifications. To impersonate or attempt to impersonate the Organisation, a Organisation employee, another user, or any other person or entity.
- **Unauthorized Content Sharing/Resale:** Share, sell, or resell course content without permission. Share, distribute, reproduce, sell, reselling, licensing, sublicensing, modify, or exploiting any part of the course content, videos, study materials, or other Winquest intellectual property without our express written permission. This includes but is not limited to uploading Winquest content to file-sharing sites, public forums, or other platforms.
- **Malware & Spam:** Upload or distribute viruses, spam, or malicious code. To transmit, or procure the sending of, any advertising or promotional material, including "junk mail," "chain letters," "spam," or any other similar solicitation. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- **Harassment & Abuse:** Harass, defame, or abuse instructors, staff, or other users. Engaging in any form of harassment, intimidation, bullying, defamation, libel, hate speech, or abuse towards instructors, staff, other users, or any other individual or entity. This includes offensive comments, personal attacks, or discriminatory language. To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- **Circumvention of Systems:** Circumvent payment systems or security features. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the service; the server on which the service is stored, or any server, computer, or database connected to the service.
- **Data Scraping:** Use any robot, spider, or other automatic device, process, or means to access the service for any purpose, including monitoring or copying any of the material on the service. Use any manual process to monitor or copy any of the material on the service or for any other unauthorized purpose without our prior written consent.
- **Impersonation:** To impersonate or attempt to impersonate the Organisation, a Organisation employee, another user, or any other person or entity.
- **Disruption:** Disrupt the normal flow of dialogue, causing a screen to "scroll" faster than other users are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real-time exchanges. Use the service in any manner that could disable, overburden, damage, impair it or interfere with any other party's use of the service, including their ability to engage in real-time activities through the service. Use any device, software, or routine that interferes with the proper working of the service. Attack service via a denial-of-service attack or a distributed denial-of-service attack. Take any action that may damage or falsify the Organisation's rating. Otherwise, attempt to interfere with the proper working of the service.
- **Cheating/Academic Dishonesty:** Using the Services to facilitate or engage in any form of academic dishonesty, including plagiarism, cheating on assessments, or sharing answers.
- **Commercial Use without Authorization:** Using the Services for any commercial purpose (other than your personal learning) without the express prior written consent of Winquest.
- **General Infringement:** In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- **Other Harmful Conduct:** To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the service, or which, as determined by us, may harm or offend the Organisation or users of the service or expose them to liability.

**Consequences of Violation:** Violation may result in suspension or termination of your account. Any violation of this Section 6 may result in, but is not limited to, immediate suspension or permanent termination of your account, restriction of access to the Services, legal action, and forfeiture of any fees paid, without refund, at Winquest's sole discretion.

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## 7. Intellectual Property Rights

## 7.1 Winqest Content

- **Ownership:** All Services, including text, images, videos, software, and course material. All Content, including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the Site is owned, controlled, or licensed by or to Winqest Online and its licensors. The Service and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Winqest Online and its licensors. The Service is protected by copyright, trademark, and other laws of foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Winqest Online.
- **Protection:** The Content is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws. All intellectual property rights are reserved.
- **Limited License:** You may access this from Winqestonline.com for your personal use subject to restrictions set in these terms and conditions. You may use them solely for personal, non-commercial learning. Except as expressly provided in these Terms, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, Web site, or another medium for publication or distribution, or any commercial enterprise, without Winqest Online's express prior written consent.
- **Prohibited Actions:** You must not:
  - Copy or republish material from Winqestonline.com
  - Sell, rent, or sub-license material from Winqestonline.com
  - Reproduce, duplicate, or copy material from Winqestonline.com
  - Redistribute content from Winqestonline.com
  - Distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or personal gain, without express advance written permission from us.

## 7.2 User Content

- **Ownership:** Our Service allows you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material ("User Content"). You are responsible for the content that you post on or through the service, including its legality, reliability, and appropriateness. You retain all your rights to any content you submit, post, or display on or through the service, and you are responsible for protecting those rights.
- **License to Winqest:** By posting content on or through the service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the service. You agree that this license includes the right for us to make your content available to other users of the service, who may also use your content subject to these terms.
- **Representations and Warranties:** By posting content on or through the service, you represent and warrant that:
  - Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these terms.

- The posting of your content on or through the service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity.
- **Content Moderation & Liability:** Winqest Online has the right but not the obligation to monitor and edit all content provided by users. We reserve the right to monitor all comments and remove any comments that can be considered inappropriate, offensive, or causes breach of these terms and conditions. We take no responsibility and assume no liability for any content you or any third-party post on or through the service. Winqestonline.com does not filter, edit, publish or review comments before their presence on the website. Comments do not reflect the views and opinions of Winqestonline.com, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, Winqestonline.com shall not be liable for the Comments or any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.
- **Copyright Infringement:** We reserve the right to terminate the account of anyone found to be infringing on a copyright. We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity. If you are a copyright owner or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [contact@Winqestonline.com], with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged infringement as detailed below as per applicable Law in India. You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad faith claims on the infringement of any content found on and/or through the service on your copyright.

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## 8. Data Protection & Privacy

We process personal data in accordance with our Privacy Policy: To understand how we may use your personal information. Your privacy is paramount to Winqest Online. We are committed to protecting your personal data in strict compliance with applicable global data protection laws. Our data processing activities are detailed in our comprehensive Privacy Policy, available at [Link to Privacy Policy], which forms an integral part of these Terms.

We process personal data in accordance with the following key regulations and principles:

- **India:** Digital Personal Data Protection Act, 2023 (DPDP Act).
- **United States of America:** Children’s Online Privacy Protection Act (COPPA) for users under 13; California Consumer Privacy Act (CCPA) / California Privacy Rights Act (CPRA) for California residents; Other state-specific privacy laws as applicable.
- **Canada:** Personal Information Protection and Electronic Documents Act (PIPEDA) and other provincial privacy laws.
- **Australia:** Privacy Act 1988 (Cth) and Australian Privacy Principles (APPs).
- **Singapore:** Personal Data Protection Act 2012 (PDPA).

- **European Union (EU) / United Kingdom (UK):** General Data Protection Regulation (GDPR) and UK GDPR, respectively, for users in those regions.

By using the Services, you acknowledge that you have read and understood our Privacy Policy. For any questions regarding your data or privacy rights, please contact us at [Insert Email for Privacy/Data Protection Officer].

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## 9. Third-Party Tools, Links & Affiliates

### 9.1 Third-Party Tools, Links & External Links

Our Service may contain links to third-party websites or services that are not owned or controlled by Winquest Online. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us.

Winquest Online has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities or individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT WINQUEST ONLINE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS, OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY WEB SITES OR SERVICES.

We strongly advise you to read the terms of service and privacy policies of any third-party websites or services that you visit. Clicking on linked sites is at user's own risk. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### 9.2 Affiliate Disclosure

Some links on this website are affiliate links, meaning I get paid a small commission if I click on the link or make a purchase using the link. If you make a purchase, you'll pay the same price whether you use the affiliate link or go directly to the vendor's website without using an affiliate link. You help support this website and the content I share when you use affiliate links. I sincerely appreciate your support. Any such affiliate relationships or sponsored content will be clearly and prominently disclosed on the relevant page or content where the link or recommendation appears.

### 9.3 Advertisers

Winquest Online may use outside advertising companies and networks to display ads on this site. In order to collect data in the ad-serving process, these ads may contain cookies and/or web beacons. These cookies and/or web beacons are collected by the companies and/or advertising networks, and Winquest Online Education do not have access to this Information. If you have any questions about the Information collected by these advertisers,

please check their websites for their respective privacy policies. Our Cookie Policy also sets out information about the cookies on our site.

## 9.4 Analytics

We may use third-party service providers to monitor and analyze the use of our service.

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## 10. Disclaimers

**THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Winquest ONLINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.**

**WITHOUT LIMITING THE FOREGOING, Winquest ONLINE DOES NOT WARRANT THAT:**

- **Uninterrupted Access:** Your use of our service will be uninterrupted, timely, secure, or error-free. The Services will be uninterrupted, error-free, secure, or available at any particular time or location.
- **Content Accuracy:** The content, information, or materials provided through the Services will be accurate, complete, current, reliable, or suitable for any particular purpose. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. All information on the site is provided in good faith. However, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the site.
- **Academic Results:** The Services will meet your specific academic requirements or expectations, or that any particular learning outcomes or academic results will be achieved from your use of the Services. Academic success is dependent on individual effort, aptitude, and other external factors.
- **Defect Correction:** Any defects or errors in the Services will be corrected.
- **Viruses or Harmful Components:** The Services or the servers that make the Services available are free of viruses or other harmful components.
- **Content Variability:** Content may vary depending on location, curriculum, and teacher availability. Content, course availability, and instructional methods may vary based on factors such as geographical location, chosen curriculum, instructor availability, and technological advancements.
- **Independent Professional Conduct:** Tutors, instructors, experts, educators, and other professionals on the platform are independent contractors. Winquest Online is not accountable in any way for their individual conduct, teaching styles, methods, materials, or lesson plans.
- **Standardized Test Affiliation:** Names of standardized tests mentioned or referenced on the platform are owned by their respective trademark holders and are not affiliated with Winquest Online.

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**UNDER NO CIRCUMSTANCE SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. YOUR USE OF THE SITE AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE IS SOLELY AT YOUR OWN RISK.**

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#### **11. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Winquest ONLINE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR IN CONNECTION WITH:**

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is and 'as available for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES;
- ANY CONTENT OBTAINED FROM THE SERVICES;
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF WINQUEST ONLINE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO Winquest ONLINE FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR USD \$100.00, WHICHEVER IS LESSER.**

**Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. Some jurisdictions do not allow certain limitations; in such cases, local consumer rights apply.**

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## **12. Termination & Suspension**

### **12.1 By Winquest Online**

We reserve the right to suspend or terminate any account you have created on these online services. Winquest Online reserves the right to suspend or terminate your account and access to the Services, at its sole discretion, immediately and without prior notice or liability, if:

- You violate any provision of these Terms.
- You fail to pay any fees due for the Services.
- You engage in any activity that Winquest deems to be abusive, fraudulent, illegal, or harmful to other users, our staff, or the integrity of the Services.
- We are required to do so by law or a governmental authority.
- We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Upon termination, your right to use the Services will immediately cease. Any data associated with your account may be deleted.

### **12.2 By You**

You may cancel your account or subscription at any time by following the instructions on the Services or by contacting our customer support.

**12.3 Refunds upon Termination:** Your termination of the Services does not automatically entitle you to a refund of any fees paid, unless expressly provided in our Refund Policy or as required by applicable law (e.g., the EU/UK 14-day cooling-off period, if applicable and conditions met).

**12.4 Survival:** Sections related to Intellectual Property, Disclaimers, Limitation of Liability, Governing Law, Dispute Resolution, and any other provisions that by their nature should survive termination, shall survive the termination of these Terms.

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### 13. Service Availability & Force Majeure

**13.1 Service Interruptions:** We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may temporarily suspend or restrict access to the Services, or any part thereof, for scheduled maintenance, technical issues, security updates, or other operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We will endeavor to provide reasonable advance notice of such interruptions where feasible, but we are not liable for any losses or inconveniences caused by such planned or unplanned outages. You are also responsible for ensuring that all people who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**13.2 Force Majeure:** Winquest Online shall not be held liable or responsible for any failure or delay in the performance of its obligations under these Terms if such failure or delay is caused by or results from acts beyond our reasonable control ("Force Majeure Events"). These events include, but are not limited to: acts of God, natural disasters (e.g., earthquakes, floods, fires), wars, acts of terrorism, riots, civil unrest, labor disputes, epidemics, pandemics (including government-mandated lockdowns and restrictions), governmental regulations or orders, internet outages, power failures, telecommunication failures, cyberattacks, or third-party service provider failures. In the event of a Force Majeure Event, our performance under these Terms will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

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### 14. Governing Law & Dispute Resolution

**14.1 Governing Law:** These Terms shall be governed and construed under the laws of **India**, which governing law applies to an agreement without regard to its conflict of law provisions. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of **India**, without regard to its conflict of law principles.

**14.2 Initial Dispute Resolution:** Before initiating any formal legal action, both parties agree to first attempt to resolve any dispute, controversy, or claim arising out of or relating to these Terms or the Services through good-faith negotiation or mediation. You agree to contact Winquest Online at [Insert Email for Legal/Disputes] with a detailed description of your dispute to allow us an opportunity to resolve it informally.

#### 14.3 Formal Dispute Resolution:

- **For Users in India:** If the dispute cannot be resolved through negotiation or mediation, you agree that the exclusive jurisdiction for any legal action or proceeding shall be the competent courts located in Kolkata, **West Bengal, India**.
- **For Users Outside India:** If you are a consumer residing outside of India, you may be entitled to bring claims in your local jurisdiction if required by mandatory consumer protection laws in your country of residence, notwithstanding the above choice of

governing law and jurisdiction. Otherwise, you agree that the competent courts located in Bangalore, Karnataka, India, shall have exclusive jurisdiction over any legal action or proceeding.

**14.4 Class Action Waiver:** You and Winqest Online agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless both you and Winqest Online agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

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## 15. Updates to Terms

Winqest Online reserves the right to modify the Terms. Please review these Terms often for updates. Any modifications to the Terms shall be effective as of the day they are made, and your continuing access or use following such modifications shall represent your legally binding acceptance of such modifications. You are not permitted to access or use the Site if you do not agree to any updated Terms. We will indicate at the top of these Terms the date of the last update.

- **Notification:** We will provide reasonable advance notice of any material changes (e.g., by posting an announcement on our website, sending an email to your registered address, or through other means). What constitutes a material change will be determined at our sole discretion.
- **Acceptance:** Your continued use of the Services after the effective date of the revised Terms signifies your acceptance of the updated Terms. If you do not agree to the new Terms, you must stop using the Services. We encourage you to review these Terms periodically to stay informed of any changes.

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## 16. Miscellaneous Provisions

**16.1 Severability:** If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

**16.2 Entire Agreement:** These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

**16.3 Waiver:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

**16.4 Transferability of Agreement:** We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**16.5 Logos and Trademarks:** All trademarks and logos of third parties referenced on <https://WinquestOnline.com/> are the trademarks and logos of their respective owners. Any inclusion of such trademarks or logos does not imply or constitute any approval, endorsement, or sponsorship of Winquestonline.com by such owners.

**16.6 Error Reporting and Feedback:** You may provide us either directly at [contact@Winquestonline.com] or via third-party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our service ("Feedback"). You acknowledge and agree that:

- You shall not retain, acquire, or assert any intellectual property right or another right, title, or interest in or to the feedback.
- The Organisation may have developed ideas similar to the feedback.
- Feedback does not contain confidential information or proprietary information from you or any third party.
- The Organisation is not under any obligation of confidentiality with respect to the feedback. In the event the transfer of the ownership of the feedback is not possible due to applicable mandatory laws, you grant the Organisation and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) the feedback in any manner and for any purpose.

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## 17. Contact Us

If you have any questions about these Terms, the Services, or any other inquiries, please contact us:

Winquest Online

Website: <https://www.Winquestonline.com>

Email: [Insert Email for General Inquiries, e.g., support@Winquestonline.com]

Email for Copyright Infringement Claims: contact@Winquestonline.com

Email for Accounts/Payment Queries:accounts@Winquestonline.com

Phone for Accounts/Payment Queries: +91 8336982656

Email for Privacy/Data Protection Officer: contact@Winquestonline.com

Email for Legal/Disputes:contact@Winquestonline.com

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