

## TERMS AND CONDITIONS

In this document, “Training Material” or “DIY Learning Kit” or “Content” is the training product You obtain from FocusU Engage Pvt. Ltd. (hereinafter referred as FocusU) through [www.focusu.com](https://www.focusu.com) or website download or email delivery. “You” and “The Customer” refers to the customer or client who purchases the Training Material. “We”, “Us” and the “Author” refers to FocusU.

### LICENSE AGREEMENT

The following and the terms and conditions outlined in <https://focusu.com/terms-and-conditions/> constitute the terms and conditions to which the Customer agrees when purchasing any FocusU training or e-learning materials/ DIY Kits (“Terms & Conditions”). If You are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity then, “Customer” or “You” or “Your” shall refer to such entity and its affiliates, and You represent that You have the authority to bind such entity and its affiliates to these Terms & Conditions and You are binding Your company to these Terms & Conditions. FocusU and You shall each be referred to as a “Party” and together as the “Parties” in this Agreement. If You do not have such authority, or if You do not agree with these Terms & Conditions, You must not accept these Terms & Conditions and may not use the documentation, whether printed are available online, provided by FocusU in relation with the training (“Training Material”).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING FOCUSU TRAINING MATERIAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

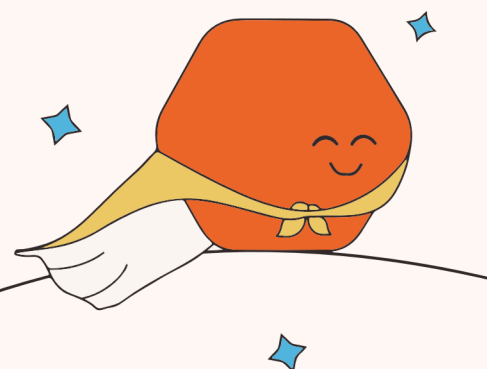
#### 1. License Grant

FocusU grants the Customer a non-exclusive, non-transferable, and revocable license to use the Training Material solely for professional purposes. All other uses are prohibited without our prior written consent.

#### 2. Permitted Uses for Training Materials

As a user of Training Materials provided by FocusU, You are hereby granted the following rights (“Your Rights”):

- No restriction on reprinting of Training Materials for distribution to course participants
- No restriction on the number of times the course can be delivered to participants
- No restriction on the number of participants for the course



- Full rights to edit and modify the content of Training Material
- Full rights to add Your own content to enhance the Training Material
- Ability to use Your own logo/ trade mark on the Training Material when delivered to participants

These rights extend to using the training materials for virtual or remote sessions via video conferencing platforms like Zoom, Microsoft Teams, and others.

### 3. Exclusions for Training Materials

3.1. You are not entitled to resell or republish any training course materials. For example, You can not resell this content to others so they can deploy it elsewhere.

3.2. You will not distribute any of the forms and/or documents contained within the Training Materials to third parties for sale or resale (or free of charge) whether as part of a package or as a separate product.

3.3. You will not use the Training Materials (or any part thereof) for any purpose which rivals or competes with FocusU. In the event of a dispute, it shall be for FocusU to define “rival” and/or “competing” purposes.

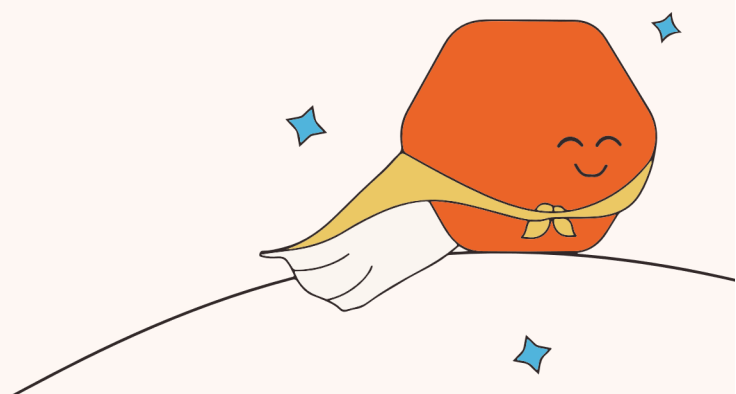
3.4. You will not rent, lease, sub-licence or loan any of the Training Material (or any part thereof) to third parties.

3.5. Training course materials received not be resold in hard copy or electronic format. In other words, You may distribute it to Your own learners or training organization, but may not put it on the Internet where it could be publicly found and downloaded.

3.6 You shall not distribute the Training Material, for free or at cost, to others who may resell the Training Material for commercial advantage.

3.7 You may not convert Training Materials directly to other derivatives such as audio playbacks, translations and online e-learning products and resell it as a new training material for commercial gain.

3.5 The content is provided for Your use generally as a trainer, training designer or a learner. You may not distribute the Training Materials obtained from FocusU to other trainers and training course designers. An exception to this rule is that, if You are a team of trainers in an



organisation involved in design and delivery of courses. In this case, You may share the Training Material between the team members and no extra licenses are necessary.

3.6 Images included in the Training Materials cannot be used outside the context they are provided without explicit permission. You are not allowed to extract images or reverse engineer the content and use them elsewhere outside a training environment. For example, You are not allowed to extract images and use them in a book publication.

#### **4. Use of Website Content**

The free training games, energizers, icebreakers, exercises, articles, and guidelines available on the FocusU website are provided to help enhance your training sessions or support self-learning. However, no content from the site (including text or images) may be reproduced, republished, or distributed elsewhere—whether online or in print—as part of a product, for promotional purposes, commercial gain, or free distribution.

#### **5. Intellectual Property Rights**

All materials, content, and designs in the Training Materials are the intellectual property of FocusU and are protected under copyright and other applicable laws. You do not acquire any ownership rights through this Agreement. The rights to images or content are not transferred. You are allowed to use the Training Materials and add your brand guidelines only for delivering the content. The intellectual property rights to the Training Materials always remain with FocusU.

#### **6. Delivery Policy**

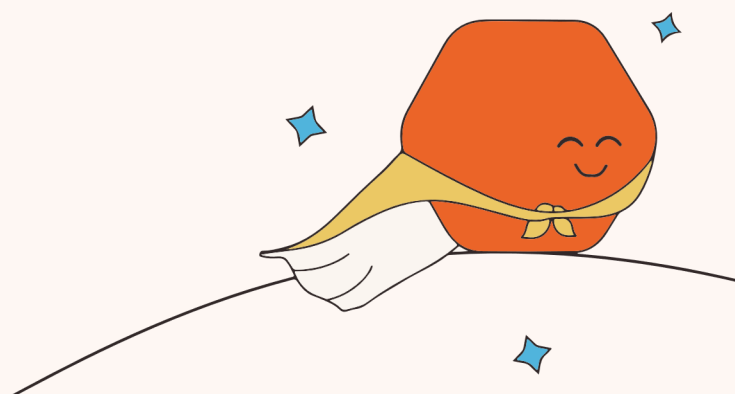
Upon successful checkout via our payment gateway, the Training Materials would be delivered in the format as described on our website. In these cases, please contact us, and we will work together to resolve the issue.

#### **7. Return or Refunds**

Because all of the content for our Training Materials is instantly downloadable, there are no refunds or returns.

#### **8. Disclaimer of Warranties**

We make no guarantees or warranties about these Training Materials except for what You will receive. Everything is provided on an “as-is” and “as-described” basis. We make no warranties, implied or otherwise, for the accuracy, completeness, fitness for purpose, or non-infringement of intellectual property or typographical or other errors. You are effectively responsible for how You deliver the Training Materials to others.



## 9. Indemnity

You agree to indemnify, defend and hold FocusU, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the “FocusU”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any FocusU Party as a result of or in connection with any breach or alleged breach by You or anyone acting on Your behalf of any of the terms of this Agreement.

## 10. Limitation of Liability

To the extent permitted by law, FocusU shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the Training Materials, even if advised of the possibility of such damages.

## 11. Term and Termination

This Agreement is effective upon purchase or use of the Training Materials and remains in effect until terminated. FocusU may terminate this Agreement immediately if the Customer breaches any terms. Upon termination, You must cease using and delete all copies of the Training Materials. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

## 12. Governing Law

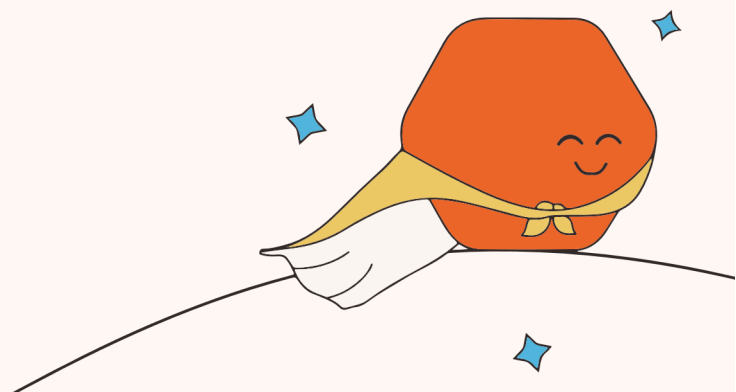
The Terms and Conditions shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Further, the Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts located in New Delhi and You hereby accede to and accept the jurisdiction of such courts.

## 13. Entire Agreement

This Agreement and Terms and Conditions of FocusU <https://focusu.com/terms-and-conditions/> constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, or representations regarding the Training Materials. You are aware of the Terms and Conditions that apply to Your use of the Training Materials. You acknowledge that, FocusU has given You a reasonable opportunity to review these Terms and Conditions and that You have agreed to them.

## 14. Personal Information

Your submission of personal information through our website is governed by our Privacy Policy <https://focusu.com/privacy-policy/>.



## 15. Amendments

We may change our website's Training Materials and content without notice. FocusU makes no commitment, express or implied, to maintain or continue any aspect of the Website/Application/Services/products and contents. You agree that FocusU shall not be liable to You or any third party for any modification, suspension or discontinuance of the Website/Application/Services/products and contents. All prices are subject to change without notice. Continued use of the Training Materials, after changes are made constitutes acceptance of the revised Agreement.

## 16. Severance

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## 17. Contact Information

Questions about the Terms and Conditions should be sent to us at [hello@focusu.com](mailto:hello@focusu.com)

Our contact information is posted at Contact Us.

