

TERMS & CONDITIONS

These Terms & Conditions are applicable for Futureense Executive Education Programs offered by Futureense Technologies Pvt. Ltd. in association with the leading IITs and IIMs and other key Higher Education Institutions in India. By enrolling in the Program you agree to the Terms & Conditions outlined in this Policy.

1. Fees for the IIT Jodhpur PG Diploma in Data Engineering ("Program") in the sum of ₹3.55 Lacs (Rupees Three Lacs Fifty Five Thousand) only is payable to Futureense Technologies Pvt. Ltd. ("Futureense") / IIT Jodhpur. This amount includes the following:
 - a. **Application Processing Fee:** ₹10,000/- collected during Application process (If the Application is not accepted by IIT Jodhpur or by Futureense, this amount will be refunded in full. However, if after acceptance of the Application, the student withdraws or drops out, for any reason whatsoever, this amount is strictly **non-refundable**.)
 - b. **Administrative Fee:** ₹20,000/-
 - i. The administrative fee is not included in the program fee.
 - ii. Includes lodging and boarding for campus immersion. Boarding will be provided as per IIT Jodhpur policy on a twin or multiple sharing basis.
 - iii. Meals charges are not included and are to be borne directly by the students on actuals.
 - iv. Candidates are required to confirm their physical presence at the institute by attending a mandatory 5-7 day campus immersion, which occurs once per academic year. The policies and requirements regarding campus immersion, including the number of immersions a student must attend, are subject to review and final approval by IIT Jodhpur.
 - v. If the campus immersion does not take place due to unforeseen circumstances, the administrative fee towards immersion fees of ₹5,000 will be reimbursed / refunded in full.
 - c. **Futureense Bridge Course:** A 36 hours Course, which includes live online doubt sessions as well as self-guided learning materials.
 - d. **Academic Fee:** for the IIT Jodhpur PG Diploma in Data Engineering Program.
2. Futureense Executive Education Program Fee is payable in full within 15 days of receipt of offer letter from the Institute. Failure to make the payment within the specified timeframe may result in delays by the respective Institute including cancellation of offer.
 - a. The offer of admission is provisional and will be confirmed after compliance with the eligibility requirements and verification of required certificates / documents.
3. Except as otherwise noted in this Policy, Futureense Executive Education Program Fee or any part thereof once paid is strictly non-refundable, non-adjustable, non-transferable and non-assignable under all circumstances and no refunds will be issued. Thus, it is expected that only the most serious and committed candidates join the Futureense Executive Education Program. This no refund policy also applies for candidates who are rejected for reasons including but not limited to such as incorrect or misleading documents, fraud, misrepresentation, willful misconduct, breach of academic integrity, etc. or any other similar reasons.

4. Please note and it is hereby clarified that the electives list provided is indicative only, and based on the discretion of the Program Directors, only those elective courses identified by the Program Directors and faculty at IIT Jodhpur will be made available each trimester. IIT Jodhpur is an institution of eminence in areas of emerging technologies and launches new courses dynamically every trimester. Therefore, the Program electives are updated on a regular basis and will be made available as per discretion of the faculty and Program Directors.
5. Please note further that class schedule will be determined by IIT Jodhpur in their sole discretion and generally classes are scheduled to take place on Fridays (late evenings), Saturdays and Sundays subject to availability of the faculty.
6. The examinations are mandatory, and students must comply with the policies for appearing for the examinations either online or in-person at centres identified and specified by IIT Jodhpur. Non-appearance in examinations or non-adherence to IIT Jodhpur examination policies may lead to no degree or no certification.
7. Futureense Executive Education Program – **Fee Refund Policy:**
 - a. A candidate can request a refund no later than 7 days prior to batch start date.
 - b. In case a refund request is raised prior to 7 days of the batch start date, 100% of the amount paid towards the program fee will be refunded by the institute after deducting a minimum administration fee and application processing fee. In addition to this, all refunds will be processed net of taxes, as taxes collected and deposited are non-refundable as per statutory guidelines. Any applicable subvention amount will also be deducted from the refund.
 - c. No refund shall be issued under any circumstances once the batch has started.
 - d. Candidates acknowledge and accept that the refund, if applicable and approved, may take a processing time of 6-8 weeks.
 - e. No refund shall be made after the cut-off date / deadline noted above.
 - f. The Institute reserves the right to cancel or defer the program at its discretion due to administrative, academic, or operational reasons. In such cases, a refund will be issued for the full amount paid, including any taxes collected from the student. No interest or additional compensation shall be payable on such refunds, which will be processed within the timelines defined by the Institute.
8. Futureense Executive Education Program – **Fee Collection Policy:**
 - a. Please be informed that Futureense has partnered with several banks, non-bank financial companies (NBFCs), digital finance companies, consumer lending fintech companies, peer-to-peer lending platforms, etc. ("Lender(s)") to offer and make available to you the facility to pay the Fee for Futureense Executive Education Programs in convenient EMIs.
 - b. Please note that, in the event that you chose the EMI payment option to cover the cost of the Program, the EMI facility and/or educational loan facility have been provided, facilitated, and made available to you by Futureense through the Lender(s).
 - c. Please be advised that Futureense is not involved in the design or management of any such EMI facility or educational loan facility and Futureense has no other relationship with Lender(s), whether financial or otherwise.

- d. You acknowledge and agree that (i) Futureense does not have any responsibility or involvement in any way with respect to any EMI facility and/or educational loan facility that you have obtained / availed from the Lender(s) in order to pay the Fee for the Program; (ii) Futureense has no control over the Lender(s); (iii) to the complete exclusion of Futureense, you are solely in charge of all of your dealings with the Lender(s) in respect of any EMI facility and/or educational loan facility that you have obtained / availed from the Lender(s); and (iv) you agree to any and all terms, conditions and restrictions that the Lender(s) may impose on you in exchange for granting you access to the EMI facility and/or educational loan facility.
 - e. IN NO EVENT SHALL, FUTURENSE BE RESPONSIBLE FOR ANY TRANSACTIONS ENTERED INTO BY YOU WITH LENDER(S) OR FOR ANY LIABILITY (WHETHER MONETARY OR OTHERWISE) ARISING OUT OF YOUR RELATIONSHIP, WHETHER CONTRACTUAL OR NOT, WITH THE LENDER(S) FROM WHOM YOU HAVE AVAILED ANY EMI FACILITY AND/OR EDUCATIONAL LOAN FACILITY.
 - f. You acknowledge and agree to be bound by Futureense's Privacy Policy, as updated from time to time.
 - g. In accordance with the aforementioned Privacy Policy, Futureense hereby undertakes to collect, use, handle, store, disclose, or process your personal information and / or data in accordance with applicable data privacy laws, rules and regulations. In case you have opted for the EMI facility and/or educational loan facility to pay the Fee for any of Futureense Programs, you hereby give your consent and approval to Futureense to share your personal information and / or data with the Lender(s) towards enabling and facilitating the said EMI facility and/or educational loan facility between you and the Lender(s).
9. Futureense does not make any representations or warranties as to your ability to successfully complete the Program. Further, Futureense makes no warranties, express or implied, as to any matter whatsoever including without limitation warranties with respect to the particular results or outcomes of the Program.
 10. Futureense Career Support commences only upon meeting the following criteria:
 - a. Successful completion of all exams and other coursework requirement till final trimester from IIT Jodhpur.
 - b. Achieving a score of 75% or above in the Program overall OR achieving a CGPA of 8 or above in the Program overall.
 - c. Futureense Career Support comprises only mock interview, mentoring sessions, interview preparation, CV review and guidance only.
 11. Futureense does not make any representations or warranties as to your ability to successfully secure a job, employment or placement after completion of the Program.
 12. Futureense makes no other representations or warranties relating to the Service express or implied. Futureense disclaims and excludes any and all express or implied warranties including but not limited to any express or implied warranties of merchantability, fitness for a particular purpose or use. No person associated with Futureense is authorized to make any other warranty or representation concerning the Service.

13. To the fullest extent permitted by law, Futureense shall not be liable for any goodwill, lost profits, direct, indirect, special, incidental, consequential, exemplary, or punitive damages arising from this Agreement regardless of whether for breach of contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not you were or should have been aware of or was advised of the possibility of such damages.
14. In the event a candidate is found to be cheating, copying, indulging in plagiarism, collaborating with any other candidate in an unauthorized or illicit manner, or engaging in any form of academic dishonesty, fraud, misconduct, or misrepresentation (hereinafter referred to as "breach of academic integrity"), Futureense reserves the right to withhold the placement assistance for that particular candidate. Upholding academic integrity is fundamental to the placement process and any breach of academic integrity may result in the forfeiture of placement opportunities with no refund. Futureense is committed to fostering a fair and ethical academic environment for all candidates. This is applicable to all Programs. It is hereby clarified that there shall be no refund of the Futureense Executive Education Program Fees in the event the candidate is found to be in breach of academic integrity or is dismissed from his/her Program on account of breach of academic integrity.
15. This Agreement is strictly confidential. The candidate shall maintain absolute confidentiality of the terms hereof and shall not directly or indirectly disclose in any manner whatsoever, in whole or in part, the terms of this Agreement to any third person, entity, or on social media under any circumstances.
16. The candidate hereby agrees and undertakes that he or she will not disparage, mock, ridicule, criticize, defame or malign the image or reputation of Futureense or Futureense's Products, Courses and Programs or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Futureense, its affiliates and related entities, its directors, officers or employees. For the purpose of this clause, 'disparage' shall mean and include any negative statement and / or comment on social media, whether written or verbal, about Futureense, its affiliates and related entities, its directors, officers or employees. If a breach were to occur, Futureense hereby reserves the right to pursue a legal recourse against the concerned candidate.
17. IT IS HEREBY CLARIFIED, AGREED TO, ACKNOWLEDGED AND ACCEPTED BY THE CANDIDATE THAT THERE IS NO JOB / EMPLOYMENT GUARANTEE OF ANY KIND WHATSOEVER ASSOCIATED WITH THE FUTURENSE EXECUTIVE EDUCATION PROGRAM. FUTURENSE NEITHER MAKES ANY COMMITMENT NOR ANY GUARANTEE THAT YOU WILL BE ABLE TO SECURE JOB, EMPLOYMENT AND / OR PLACEMENT AFTER COMPLETION OF THE PROGRAM.
18. This Agreement is governed by the laws of India. Any disputes are subject to the exclusive jurisdiction of the courts located in New Delhi only.
19. **Other Terms & Conditions:**
 - a. You hereby agree that you will abide by and follow all rules, regulations and policies and codes of conduct of IIT Jodhpur issued from time to time.
 - b. You hereby also agree that you will abide by and follow all terms, conditions and guidelines of the Program in which you are enrolled, issued from time to time by Futureense / IIT Jodhpur.
 - c. Program batch size will be solely determined by Futureense / IIT Jodhpur subject to number of confirmed student enrolments for the Program and Futureense's / IIT Jodhpur's decision in this respect will be final.

- d. Disciplinary issues and issues pertaining to misconduct and / or misbehavior of any student will be dealt with strictly as per policies, rules and regulations prescribed by IIT Jodhpur.
- e. Attendance rules and guidelines issued by IIT Jodhpur must be strictly followed at all times.
- f. Program curriculum is set by IIT Jodhpur and you will be expected and required to abide by the set / predetermined Program curriculum.
- g. It is hereby clarified that there will be no Fee refunds post commencement of the Program.
- h. Any requests for Program deferral will be considered as per IIT Jodhpur's policies / guidelines.
- i. Any shuffling and / or re-scheduling of classes post commencement of Program will be duly notified to students well in advance.
- j. Campus immersion dates and schedule will be released by IIT Jodhpur Office of Continuing Education much prior to the immersion so that the students may plan accordingly.
- k. Access to the LMS will be provided for a period of 1 year only from sharing of access.
- l. For campus immersion, IIT Jodhpur will make best possible attempt to provide accommodation to students in the campus hostel (on twin or multiple sharing basis). However, in exceptional circumstances, IIT Jodhpur may make arrangements for accommodation at a nearby hotel, guesthouse, etc.
- m. The policies and requirements regarding campus immersion, including the number of immersions a student must attend, are subject to review and final approval by IIT Jodhpur. While it is currently planned that students must attend at least one immersion program per academic year, these policies may be revised based on resource availability at IIT Jodhpur. Any changes will be communicated accordingly. The institution reserves the right to modify, update, or amend the immersion attendance requirements based on academic, administrative, or regulatory considerations.
- n. Students are required to have at least 75% attendance in all courses in trimesters to be eligible for examinations. In case of poor / non-attendance, a student may not be given the certification or may not be allowed to sit for examinations.

20. The candidate hereby certifies that he or she possesses a good moral character, is a peaceful and law abiding citizen, has not committed any misconduct or offence, has no derogatory record, has no criminal cases pending against him or her, has not been convicted of an offence involving moral turpitude and further agrees and undertakes that as a part of the application and admission process, the candidate shall produce a character certificate or a self declaration in the format acceptable to the Institute in its sole discretion.

By clicking '**Accept**' button or '**I Agree**' button you hereby signify that you have read, understood, agree, and consent to be bound by the aforesaid Agreement.

Candidate's Name

Signature