## **Privacy Policy**

Fountainhead Prep is owned and operated by Scientimental Educational Services (OPC) Pvt. Ltd. Fountainhead Prep (hereafter referred to as FHP) is committed to protecting privacy of their users and employees. Please refer to the privacy policy below for more details. Please be sure to read our terms and conditions section in conjunction with the privacy policy as well. This privacy policy together with the terms and conditions constitutes the entire agreement between you and FHP. By registering on the website, you agree to abide by the entire agreement.

### PERSONALLY IDENTIFIABLE INFORMATION

To provide services we collect certain personal information to be able to provide services to users. This information includes but not limited to name, email address and mobile number. In addition, we may collect certain information that cannot be used to identify a user but is collected to statistical purposes such as demographic information, the average time that a user spends on the website etc. Such information that does not uniquely identity a particular user may be shared with our partners, affiliates, sponsors, and other third parties.

Registered User may be provided a unique username and password that enable access to the Service. We may track the use of those usernames and passwords in order to collect and maintain records of individual transactions conducted through the Services by Registered Users, and those records may be associated with each Registered User's individual account profile within the Company system.

Please note that you may not divulge your account information (username/password) to anyone. Under no circumstances would we ask for your password via e-mail. If you have any further question, please contact team@fountainheadprep.com

#### **Use of Personal Information**

FHP recognizes the importance of privacy of personal information. We hereby declare that we collect, use and disclose personal information responsibly and only to the extent necessary to meet consumer protection mandate and our regulatory activities. We have a strong sense of confidentiality and consider consumer protection as our priority.

FHP uses personal information for the following purposes:

- 1. To identify you to provide access to the account.
- 2. To maintain your account and to improve the quality of services provided to you by customizing our services as per your preferences.
- 3. To promote and market product and services offered by FHP, its partners and its associates.
- 4. To bill you for the products and services.

FHP will not sell or lease your personal information to third-parties. If FHP is sold, your personal information is one of the assets that would be transferred by FHP.

#### **COOKIES**

From time to time FHP may place a cookie on your computer. A "cookie" is a small line of code that is stored in your browser when you visit a cookie-enabled website. A cookie allows us to track and keep records on user activity. Most browsers are initially set to accept cookies. If you set your browser to reject cookies, it is possible that some parts of the Website will not function. Moreover, in order to use the Services, your browser must accept cookies.

# DISCLOSURE FOR LAW ENFORCEMENT PURPOSES

The information provided by you is not shared with any third parties and resides only with officers of FHP. However, under certain circumstances, we may be subject to legal requirements

by a government agency to disclose personal information. FHP intends to fully comply with all such requirements.

#### **NOTIFICATION OF CHANGES**

FHP reserves the right to modify this Privacy Policy at any time. Please review this Policy from time to time to ensure that you are up to date with the latest terms. Please contact team@fountainheadprep.com, if you have any questions about this Privacy Policy.

#### **Terms & Conditions of Use**

Welcome to Fountainhead Prep, a personalized learning platform for your PTE Preparations.

Fountainhead Prep is owned and operated by Scientimental Educational Services Pvt. Ltd and this agreement governs the terms and conditions for fountainheadprep.com

The services of Fountainhead Prep (referred to as FHP from here on) are operated by Scientimental Educational Services (OPC) Pvt. Ltd. By using our website at fountainheadprep.com, you (the "User") signify that you have read and understood these terms and conditions ("Terms of Use") and that you agree to be bound by them, regardless of whether or not you are a registered member of fountainheadprep.com.

FHP reserves the right to change, modify, or delete portions of this Terms of Use at any time without any further notice. Your continued use of fountainheadprep.com or any other FHP properties constitutes agreement to these changes.

BY USING THE FOUNTAINHEAD PREP SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU AND FOUNTAINHEAD PREP. If you do not accept the terms and conditions contained in this User Agreement, kindly refrain from using FHP Service.

#### **Use of the Fountainhead Prep Service**

To use FHP service, you should be 13 years of age or older. Any registration, use or access to the site by anyone under 13 years of age is a violation of the terms of use. Using this site constitutes a confirmation that you are 13 years of age or older.

To authorized users, FHP grants a terminable non-exclusive, non-transferable license to use the FHP Service solely for your personal, noncommercial, and noncompetitive use. The purpose of the license is to help users prepare for PTE. No site content may be modified, distributed, downloaded, posted or sold in any forms or means, either complete or in part, without the prior permission from the Company.

#### **User Conduct**

FHP offers the service from fountainheadprep.com to help authorized users improve their score in PTE. You agree to use the site as per the terms and conditions listed below:

You agree, as a condition of your registration at FHP to provide accurate registration information including a valid email address, name etc. FHP has the right to terminate your registration without prior notice or issuance of a refund if it has reason to believe that you have

misrepresented yourself.

You agree not to disassemble copy, distribute, resell, loan, share, or reverse engineer any content on FHP. Furthermore, you also shall not translate or prepare derivative works of any of the content on FHP. You also understand that FHP holds the right to terminate your license without any notice if it has reasonable doubt that you intend to or have attempted any of the above.

Users take on full responsibility of the material that they post at fountainheadprep.com. FHP does not have any obligation to preview, screen, or monitor any content that may be added to fountainheadprep.com.

Users further agree not to a) harvest or collect email address or contact information of other users on FHP, b) use the service in an unlawful manner that could overburden, damage or disable the site or impair it to a degree, c) upload unlawful, defamatory content or make public any private information such as social security numbers, addresses, or bank account information of individual.

#### **Email communication and Use of Cookies**

From time to time FHP may place a cookie on your computer. A "cookie" is a small line of code that is stored in your browser when you visit a cookie-enabled website. A cookie allows us to track and keep records on user activity and personalize your learning. Most browsers are initially set to accept cookies. If you configure your browser to reject cookies, it is possible that some parts of the Website will not function. Moreover, to use the Services, your browser must accept cookies.

## **Refund Policy**

We don't offer any refund in any given circumstances. However, refund on cancellation is possible. To get refund on cancellation, you SHOULD NOT have accessed any single test (apart from PTE Diagnostic Test) provided to you and cancellation request should be initiated within 24 hours of purchase. Please note that cancellation will delete your account from all of our portals.

#### Indemnification

We comply with all legal requirements and co-operate with law enforcement agencies as well as third parties to enforce laws, safeguard intellectual property rights and prevent fraud. If we are furnished with a legal order by any governmental or law enforcement agency, we shall disclose your name, e-mail address and website usage history, on your authorization, with or without a legal order. We will not disclose any of your other information to any agency without a court order except when it becomes necessary for any safety, security or a similar concern.