

Helium: Terms & Conditions

Terms & Conditions

Effective Date: 01/02/2024

Helium Edu Research Pvt. Ltd. (“Helium,” “we,” “our,” or “us”) provides online live classes with Ai-powered behavior analysis and operates offline coaching centers with Ai-packed behavior analysis for K12 students (“Services”). By registering for, accessing, or using our Services, you (“User” or “Student”) agree to comply with and be bound by the following Terms & Conditions, as well as any amendments or modifications that may be published from time to time.

1. Definitions and Interpretations

1.1 Definitions

- **“Agreement”** refers to these Terms & Conditions including all policies, addenda, and amendments incorporated herein by reference.
- **“User” or “Student”** means any individual who accesses or registers for our Services.
- **“Services”** includes all online live classes, offline coaching sessions, related study materials, and ancillary support provided by Helium.
- **“Tuition Fees”** means the fees charged by Helium for enrollment in any course, program, or coaching session.
- **“Refund Request”** refers to a formal application submitted by the Student seeking reimbursement as defined in Section 5.

1.2 Interpretation

- Headings are for convenience only and do not affect the interpretation of these Terms.
 - In case of any inconsistency between this Agreement and any other communication, these Terms shall prevail.
 - The singular includes the plural and vice versa.
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2. Eligibility and Registration

2.1 Eligibility

- Enrollment in our Services is available to students and their legal guardians, who confirm they have the requisite authority to enter into this Agreement on behalf of minors.
- By enrolling, you represent that all information provided during registration is true, accurate, and complete.

2.2 Registration Process

- To register, you must complete our online application form and provide any necessary documents.
- Helium reserves the right to accept or reject any application, in its sole discretion, without the obligation to disclose the reasons for such decisions.

2.3 User Account

- A unique user account may be created by the Student or guardian to access the Services. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account.
 - In the event of unauthorized access, you must immediately notify Helium.
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3. Services and Payment Terms

3.1 Service Provision

- Helium shall provide the Services as detailed on our website and promotional materials. This includes online live classes and in-person sessions at our offline coaching centers.
- The scope, schedule, and curriculum for each course shall be as specified at the time of enrollment.

3.2 Payment Terms

- Tuition Fees for each course are to be paid in full or through approved installment plans as communicated at the time of enrollment.
- Payments are to be made by approved methods and in the currency specified by Helium. All fees are non-refundable except as provided in Section 5 of this Agreement.

3.3 Changes to Fees and Services

- Helium reserves the right to adjust the fees and modify the Services at its sole discretion. Notice of changes will be provided to registered users prior to implementation.
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4. Intellectual Property and Use Restrictions

4.1 Ownership

- All content provided in connection with the Services, including course materials, digital content, and software, are the intellectual property of Helium or its licensors.
- Users are granted a limited, non-exclusive, non-transferable license to access and use the materials solely for personal, non-commercial educational purposes.

4.2 Restrictions on Use

- No part of the materials may be reproduced, distributed, or transmitted without prior written consent from Helium.
- Unauthorized use, reproduction, or distribution may result in termination of your access to the Services and potential legal action.

4.3 Third-Party Materials

- The Services may include content provided by third parties. Such content is subject to separate terms and conditions, and Helium disclaims any responsibility for the accuracy or legality of third-party materials.
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5. Refund and Cancellation Policy

5.1 General Refund Policy

Refunds, if applicable, shall be granted solely as provided herein and only to the extent that the Student's request complies with the following conditions. Refunds shall only apply to the Tuition Fees and do not include any additional administrative or material costs.

5.2 Refund Conditions

- **Refund Request Prior to Commencement:**
A refund of 95% of the Tuition Fees shall be granted if a Refund Request is received at least 48 hours before the scheduled start of the class or batch for which the Student has enrolled.

- **Refund Request Post Commencement (After 3 Days):**

If a Refund Request is received after three (3) days of the commencement of classes, only 80% of the Tuition Fees will be refunded.

- **Refund Request After Extended Period (Beyond 10 Days):**

No refund shall be provided if the Refund Request is received more than ten (10) days after the commencement of the class.

5.3 Additional Legal Refund Provisions

- **Force Majeure:**

In events where classes are cancelled due to unforeseen circumstances or force majeure, refunds may be issued in accordance with Helium's policies, which may differ from the above percentages. Helium shall determine the appropriate refund amount based on the specific circumstances.

- **Administrative Cancellation:**

If Helium cancels a course or session due to unforeseen circumstances or lack of enrollment, Students will be entitled to a full refund of Tuition Fees, minus any non-refundable processing or material fees as explicitly communicated at the time of enrollment.

- **Partial Attendance:**

If a Student attends a portion of the course and then withdraws, refunds shall be calculated on a pro-rata basis according to the number of sessions attended, subject to a minimum refund percentage as described above.

- **Non-Refundable Fees:**

Any registration, administrative, or material fees expressly labeled as "non-refundable" at the time of payment shall not be eligible for refund under any circumstances.

5.4 Procedure for Refund Requests

- All Refund Requests must be submitted in writing via the designated email address or through our online portal.
- Refund Requests must include the Student's registration details, reasons for cancellation, and any supporting documentation.
- Helium shall review and process Refund Requests within a reasonable time frame, and any approved refund shall be credited to the original method of payment.

5.5 Helium's Discretion and Final Decision

- Helium reserves the right to determine, in its sole discretion, the refund amount and whether a refund is justified based on the specific circumstances of each Refund Request.
 - All refund decisions are final and binding on the Student, and no further claims will be entertained.
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6. Limitation of Liability and Disclaimers

6.1 Disclaimer of Warranties

- The Services are provided “as is” without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Helium does not guarantee uninterrupted access or error-free performance of the Services.

6.2 Limitation of Liability

- To the fullest extent permitted by law, Helium shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the use or inability to use the Services.
- Helium’s total liability in connection with any claims shall not exceed the amount paid by the Student for the affected Services.

6.3 Indemnification

- Students agree to indemnify, defend, and hold Helium, its affiliates, and their respective officers, directors, employees, and agents harmless from any claims, liabilities, losses, or damages, including legal fees, arising out of or related to their use of the Services or breach of this Agreement.
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7. Termination and Suspension

7.1 Termination by Helium

- Helium reserves the right to suspend or terminate access to the Services at any time, without notice, for any breach of these Terms & Conditions or for any conduct that Helium deems harmful or disruptive.

- Termination of access does not relieve the Student of any outstanding payment obligations.

7.2 Termination by the Student

- Students may terminate their enrollment by submitting a formal Refund Request in accordance with Section 5.
- Termination by the Student will be subject to the refund conditions outlined herein and will not absolve any contractual or outstanding financial responsibilities incurred prior to termination.

7.3 Effect of Termination

- Upon termination, all rights granted to the Student under this Agreement will immediately cease, and any materials or confidential information provided by Helium must be returned or destroyed.
 - Termination does not affect any rights or liabilities accrued prior to termination.
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8. Governing Law and Dispute Resolution

8.1 Governing Law

- This Agreement shall be governed exclusively by the laws of India. Any dispute or claim arising out of or in connection with this Agreement shall be construed in accordance with the applicable Indian laws.

8.2 Jurisdiction

- All disputes arising from or relating to this Agreement or the Services shall be subject exclusively to the jurisdiction of the courts in Gorakhpur, Uttar Pradesh, India. By enrolling in our Services, the Student consents to the exclusive jurisdiction and venue of these courts and waives any objections based on inconvenient forum.

8.3 Dispute Resolution

- In the event of any dispute, the parties agree to engage in good faith negotiations to resolve the matter amicably.
 - If a resolution is not reached through negotiation, the dispute shall be resolved solely by the competent courts in Gorakhpur, U.P.
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9. Amendments and Modifications

9.1 Right to Modify

- Helium reserves the right to modify or amend these Terms & Conditions at any time without prior notice. Any modifications shall be effective upon posting on our website or other communication channels.
- Continued use of the Services after such modifications constitutes acceptance of the revised Terms & Conditions.

9.2 Notification of Changes

- Significant amendments may be communicated via email or other methods, and it is the Student's responsibility to review these changes periodically.
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10. Miscellaneous Provisions

10.1 Severability

- If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

10.2 Entire Agreement

- This Agreement constitutes the entire understanding between the Student and Helium regarding the Services and supersedes all prior communications or agreements, whether oral or written.

10.3 No Waiver

- Failure by Helium to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any right under this Agreement.

10.4 Assignment

- Helium may assign or transfer its rights and obligations under this Agreement without notice. The Student may not assign any rights without Helium's prior written consent.

10.5 Notices

- All notices, requests, consents, and communications under this Agreement shall be in writing and deemed delivered when sent via email or postal service to the addresses provided at registration or as later updated by the Student.

10.6 Contact Information

- For any questions or concerns regarding these Terms & Conditions or the refund policy, please contact:

Helium Edu Research Pvt. Ltd.

Khorabar, Gorakhpur, U.P-273001, India

Email: assistant@heliumlearn.com

Telephone: +91-9889763777

Acceptance of Terms & Conditions

By enrolling in Helium's Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms & Conditions, including the Refund and Cancellation Policy detailed herein.

This document is provided for informational purposes and is not intended to constitute legal advice. For further clarification, please consult a qualified legal professional.

End of Terms & Conditions