



KSA Educational Services Private Limited

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STUDENT DECLARATION POLICY

Applicable to All CA Levels: Foundation | Intermediate | Final | CA+B.Com

By enrolling in any course offered by KSA Educational Services Private Limited (hereinafter referred to as the "Institute") and proceeding with payment of fees, the Student (and, where the Student is a minor, their parent/legal guardian) hereby acknowledges, represents, and agrees to the following terms and conditions:

1. DEFINITIONS

For the purposes of this Declaration, the following terms shall have the meanings ascribed to them below:

- a) "Institute" means KSA Educational Services Private Limited, its employees, faculty, agents, and authorized representatives.
- b) "Student" means the individual enrolled in any course and, where the Student is a minor (below 18 years of age), includes their parent or legal guardian.
- c) "Course" means any program, subject, group, batch, or module offered by the Institute at any CA level or CA+B.Com.
- d) "Services" means all academic, administrative, digital, and ancillary services provided by the Institute including but not limited to lectures, study materials, test portals, and online platforms.
- e) "Fee(s)" means the total or any part of the amount payable by the Student for enrollment in any Course.
- f) "Working Day" means any day other than a Sunday, public holiday, or bank holiday as applicable in the jurisdiction of the Institute.

2. CODE OF CONDUCT

The Student agrees to:

- a) Maintain discipline and respectful behavior toward all faculty, administrative staff, and fellow students at all times.
- b) Comply with all rules, regulations, and instructions issued by the Institute from time to time, whether communicated in writing, verbally, or through official digital channels.

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- c) Refrain from any aggressive, abusive, threatening, defamatory, discriminatory, or disruptive conduct, whether in person, online, on social media platforms, or through any other medium.
- d) Conduct themselves in a manner consistent with the reputation and values of the Institute.

Breach of this clause may result in disciplinary action, including suspension or termination of enrollment without refund, at the sole discretion of the management.

3. FEE & PAYMENT OBLIGATIONS

- a) Fees once paid are non-transferable and non-adjustable to another student or course, unless expressly approved in writing by the management.
- b) All pending dues must be cleared by the due date as communicated by the Institute. The Institute reserves the right to deny or suspend access to classes, study materials, and test portals in the event of non-payment.
- c) The Institute shall not be liable for any loss of academic progress resulting from suspension of access due to non-payment of dues.
- d) Any late payment charges or penalties, if applicable, shall be communicated in writing / email to the Student.

4. ACADEMIC INTEGRITY

- a) The Student shall not engage in cheating, plagiarism, impersonation, unauthorized collaboration, use of unfair means, or any form of academic dishonesty in tests, examinations, or any work connected with the Services.
- b) The Student shall not misrepresent their identity or credentials at any stage of enrollment or examination.
- c) Any act of malpractice or academic dishonesty may result in immediate termination of enrollment without refund, and may be reported to relevant authorities including ICAI, as appropriate.

5. INTELLECTUAL PROPERTY & CONTENT PROTECTION

- a) All study materials, lecture recordings, video content, test papers, model answers, notes, PDFs, software, and digital content created and/or distributed by the Institute are the exclusive intellectual property of the Institute cannot be circulated in private social media groups and are protected under applicable intellectual property laws.
- b) The Student shall not copy, reproduce, record, screen-record, distribute, upload, share, sell, sublicense, reverse-engineer, or in any manner exploit any content



provided by the Institute, whether for personal, commercial, or non-commercial purposes.

- c) Any unauthorized use, reproduction, or distribution of the Institute's content shall constitute an infringement of intellectual property rights and may result in:
 - (i) immediate termination of enrollment without refund; and/or
 - (ii) civil and/or criminal legal proceedings.
- d) The Student acknowledges that access to content is granted for personal academic use only and for the duration of the enrolled course.

6. ACCESS & USAGE RESTRICTIONS

- a) Access to the Institute's online platforms, classes, and digital resources is strictly personal and non-transferable.
- b) The Student shall not share login credentials, access links, OTPs, or any authentication details with any third party.
- c) Accessing course content through unauthorized platforms, third-party aggregators, or unofficial sources is strictly prohibited.
- d) The Institute reserves the right to monitor usage, access logs, and device information to detect and prevent unauthorized access or misuse.
- e) Multiple simultaneous logins or access from an unreasonable number of devices may be flagged and may result in temporary suspension of access pending inquiry.

7. ATTENDANCE & ENGAGEMENT

- a) The Student is expected to maintain regular attendance in classes, whether online or offline, as per the schedule communicated by the Institute.
- b) The Institute does not guarantee any minimum percentage of attendance or engagement as a prerequisite for course delivery, unless specifically communicated.
- c) Non-attendance, low engagement, or failure to access course material shall not constitute grounds for a refund or extension of course access, unless caused by a verifiable reason accepted by the management.

8. DATA PRIVACY & PERSONAL INFORMATION

- a) The Institute collects personal information including name, contact details, date of birth, payment information, device/usage data, SRO number, exam roll number and academic records for the purpose of delivering its Services.



- b) Such information shall be used for academic administration, communication, fee collection, platform access management, and improvement of Services.
- c) The Institute shall take reasonable measures to protect personal data and shall not sell or commercially exploit personal data to unrelated third parties without prior consent, except as required by law.
- d) By enrolling, the Student consents to the collection, storage, and processing of their personal data for the above purposes.
- e) The Student is responsible for maintaining the accuracy of their personal information on record with the Institute.

9. TECHNICAL REQUIREMENTS & INTERNET CONNECTIVITY

- a) The Student is solely responsible for ensuring that they possess a stable internet connection, a compatible device, and the required software to access online classes, recordings, test portals, and other digital services.
- b) The Institute shall not be liable for any loss of classes, materials, or examination time resulting from technical failures, poor connectivity, device incompatibility, or software issues on the Student's end.
- c) Students are advised to maintain backup connectivity options and keep their devices and software updated.

10. FORCE MAJEURE

- a) The Institute shall not be held liable for any failure, delay, or interruption in the delivery of Services arising from causes beyond its reasonable control, including but not limited to: natural disasters, pandemics, epidemics, government orders, regulatory restrictions, internet outages, platform failures, civil unrest, strikes, or any other event constituting force majeure.
- b) In such events, the Institute shall endeavour to resume Services at the earliest and may offer alternative modes of delivery including rescheduling of classes or provision of recorded content, without any obligation to issue a refund.
- c) Where force majeure renders delivery of the Course impossible for an extended period exceeding ninety (90) days, the Institute shall assess each case on its merits and may, at its discretion, offer appropriate remedies.

11. CONDUCT OUTSIDE INSTITUTE PREMISES

- a) The Institute and its management shall not be responsible or liable for any disputes, altercations, physical incidents, or misconduct occurring outside the Institute's premises between students or between a student and any third party.

- b) Any such incident shall be treated as a personal matter between the individuals involved, and the Institute shall bear no responsibility.

12. TERMINATION OF ENROLLMENT

12.1 TERMINATION BY THE INSTITUTE

The Institute reserves the right to terminate a Student's enrollment and discontinue access to all Services with immediate effect, without entitlement to a refund, in any of the following circumstances:

- a) Failure to pay any fees on or before the stipulated due date;
- b) Aggressive, abusive, threatening, harassing, or offensive conduct toward any employee, faculty, or fellow student;
- c) Any act of cheating, plagiarism, impersonation, or academic dishonesty;
- d) Unauthorized recording, sharing, distribution, or misuse of Institute content;
- e) Sharing of login credentials or accessing Services through unauthorized sources;
- f) Damage to the property of the Institute or its personnel;
- g) Presence on Institute premises under the influence of alcohol or illegal substances;
- h) Commission of any criminal offence on Institute premises or against the institute, any employee or student;
- i) Breach of any provision of this Declaration or any other policy of the Institute.

Prior to termination (except in cases of immediate risk or serious misconduct), the Institute shall ordinarily issue a written notice to the Student providing a reasonable opportunity to respond. The final decision of the management shall be conclusive.

12.2 TERMINATION BY THE STUDENT

A Student may withdraw from a Course by submitting a written request or through a Email to the Institute. Such withdrawal shall be subject to the Refund Policy as in force at the time of withdrawal. Withdrawal does not automatically entitle the Student to any refund.

13. FEE REDRESSAL POLICY

Fees once paid are non-refundable if the Course has been substantially delivered or accessed. Refunds, if any, shall be governed solely by the Refund Declaration Policy of the Institute as in force from time to time. Change of exam attempt, personal reasons, relocation, or non-attendance shall not constitute valid grounds for a refund.

14. GRIEVANCE REDRESSAL MECHANISM

- a) Students who have a complaint or grievance relating to the quality of Services, faculty conduct, administrative matters, or any other academic issue may submit a written complaint or email to the designated Management authority of the Institute.
- b) The Institute shall acknowledge the complaint within five (7) Working Days of receipt and shall endeavour to resolve the same within thirty (30) Working Days or more depending upon the situation.
- c) Where a grievance relates to a financial dispute, the provisions of the Refund Declaration Policy shall additionally apply.
- d) The escalation of unresolved disputes shall be governed by the Dispute Resolution clause of this Declaration.

15. AMENDMENTS TO POLICY

- a) The Institute reserves the right to modify, update, or amend the terms of this Declaration, including course structure, faculty allocation, schedules, fees, and policies, at any time.
- b) Any such changes shall be communicated to the Student through registered email, SMS, WhatsApp, or the official student portal and shall take effect from the date of communication, unless a different effective date is specified.
- c) Continued enrollment, attendance, or use of Services after such communication shall be deemed acceptance of the amended terms.

16. LIMITATION OF LIABILITY

- a) The Institute's liability, in any event and under any cause, shall be limited to the fees actually received by the Institute from the Student for the specific Course in respect of which the claim arises.
- b) The Institute shall not be liable for any indirect, consequential, incidental, special, or punitive damages, including loss of examination opportunity, loss of time, or any academic setback resulting from causes attributable to the Student or to events beyond the Institute's control.
- c) Nothing in this clause shall limit liability for gross negligence or wilful misconduct on the part of the Institute.
- d) In the event that the faculty member originally assigned or committed is unable to conduct the program due to any unavoidable or unforeseen circumstances, the Institute reserves the right to appoint a substitute faculty member with

comparable qualifications and a proven track record. The appointment of such substitute faculty shall not constitute a breach of this Agreement and shall not, under any circumstances, entitle the participant to any refund, compensation, or claim of any nature whatsoever.

17. DISPUTE RESOLUTION & GOVERNING LAW

- a) In the event of any dispute, difference, or claim arising out of or in connection with this Declaration or the Services, the parties shall first attempt to resolve the matter amicably through good-faith negotiation within thirty (30) days of notice of the dispute or within reasonable time at the discretion of the management.
- b) If the dispute is not resolved through negotiation, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The seat and venue of arbitration shall be **Chennai**, India. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties.
- c) This Declaration and all matters arising from it shall be governed by and construed in accordance with the laws of India.
- d) Subject to the above arbitration clause, the courts at **Chennai** shall have exclusive jurisdiction.

18. SEVERABILITY

If any provision of this Declaration is held to be invalid, void, or unenforceable by a competent court or authority, that provision shall be deemed severed from the remaining provisions, which shall continue in full force and effect.

19. ENTIRE AGREEMENT

This Declaration, together with the Refund Declaration Policy and any other policies notified by the Institute from time to time, constitutes the entire agreement between the Student and the Institute with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreements.

20. MINOR STUDENTS & GUARDIAN CONSENT

- a) Where the Student is a minor (below 18 years of age), this Declaration must be read by the parent or legal guardian on behalf of the Student.
- b) The parent/guardian, by reading this Declaration, confirms that they have understood, and accept all terms on behalf of the minor Student, and agree to be jointly responsible for compliance with this Declaration.

- c) Any communication addressed to the parent/guardian shall be deemed sufficient notice to the minor Student.

21. DEEMED ACCEPTANCE & COMMUNICATION

- a) By enrolling in any Course, making payment, attending classes (online or offline), accessing study materials, or availing any Services, the Student shall be deemed to have read, understood, and accepted this Declaration in full, whether or not physically or digitally signed.
- b) Any communication, update, or policy amendment issued by the Institute via registered email, SMS, WhatsApp, or the official student portal shall be deemed duly delivered upon dispatch by the Institute, irrespective of whether the Student acknowledges, reads, or responds.
- c) It shall be the sole responsibility of the Student to maintain updated contact details with the Institute at all times. The Institute shall not be liable for non-delivery of communication arising from outdated contact information.

For

KSA Educational Services Private Limited



Authorised Signatory

