

TERMS OF USE

I. DEFINITIONS

- i. **"Account"** shall mean an account being operated by You, the Employee of GradRight on the Platform;
- ii. **"Applicable Law(s)"** means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives and orders as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question in India;
- iii. **"Click – Wrap Agreement"** shall mean the undertaking taken by the Employee when they sign up on the platform operated by GradRight, through which such Employee consents to the terms of the privacy policy and terms of use;
- iv. **"Database"** shall have such meaning as ascribed to it under Clause III;
- v. **"FundRight"** shall mean the website bearing domain name <https://fund.gradright.com/>;
- vi. **"Login Credentials"** shall have the meaning ascribed to it under Clause III(1);
- vii. **"Platform"** shall mean [<https://serviceright.gradright.com/>] or any other associate website as may be notified from time to time;
- viii. **"ServiceRight"** shall mean the website bearing domain name <https://service.gradright.com/>;
- ix. **"Student(s)"** shall mean such data subjects whose details are collected through PartnerRight, FundRight and SelectRight are being processed by the Employees in the Platform with the sole purpose to connect with specific Education Institute(s) to avail the services laid out in respective platforms;
- x. **"User(s)"** or **"You"** or **"Your"** or **"Employee"** shall mean the employee of GradRight.

II. GENERAL

- 1. This document is an electronic record in terms of the Information Technology Act, 2000 (**"Act"**) and the Applicable Laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 (**"Rules"**) that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Platform.
- 3. GradRight Edtech Private Limited (**"GRADRIGHT"** or **"GradRight"**) is a private company having its registered office at H.No. G6 Sy No. 193P Kondapur Hyderabad – 500084 bearing CIN U80302TG2019PTC134407 (hereinafter referred to as **"We"**, **"Us"**, **"GRADRIGHT"** or **"Our"** which expression shall mean and include its affiliates, successors and permitted assigns).

4. Your (“**You**” or “**Your**” or “**User**” or “**Employee**”) use of the Platform (defined below) is subject to the notices, terms and conditions set forth in these Terms of Use. The domain name <https://serviceright.gradright.com/> (“**Platform**”) is owned by GradRight Edtech Private Limited. Your use of the Platform is governed by the following terms and conditions (“**Terms of Use**”) as applicable to the Platform including the applicable policies which are incorporated herein by way of reference.
5. By mere use of the Platform, You agree to be subject to the applicable rules, guidelines, policies, terms, and conditions and the same shall be deemed to be incorporated into this Terms of Use and be considered as part and parcel of this Terms of Use.
6. ACCESSING, BROWSING OR OTHERWISE USING THE PLATFORM INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE PROCEEDING. YOU DECLARE YOUR WILLINGNESS TO ABIDE AND BE BOUND BY THESE TERMS OF USE THROUGH YOUR USE OF THE PLATFORM. IF YOU DO NOT AGREE WITH THE TERMS OF USE, PLEASE DO NOT USE THE PLATFORM. These Terms of Use will be effective immediately upon Your acceptance of Our terms and conditions, Your use of Our Platform being indicative of such acceptance. These Terms of Use shall be enforceable, in the same manner as any other written agreement.

III. DATABASE

GradRight owns and operates PartnerRight, FundRight and SelectRight, wherein the Student’s following classes of information is collected either through them directly or through a partner:

1. Individual Information
This includes first name, last name, email address, contact number, work experience, gender, and resume of the Student.
2. Academic Information
This includes the test scores for any competitive examinations undertaken by the Student, the timeline at which the Student aims to join a given university, details of their bachelor’s degree, details of the college / university that the Student graduated from.
3. Financial Information
This includes details of the savings of the Student, the details of the Co – Applicant (includes name, relationship with the Student, income type and annual income) and whether the Student or Co – Applicant have any collateral for an education loan.
4. Preferential and Aspirational Information
This includes but is not limited to, the country where the Student aspires to undergo their studies, the admit status (if any), the preference of specialisation or university programs that the Student is interested in and the factors affecting the aforementioned decisions.
(collectively hereinafter referred to as the “**Database**”)

IV. GENERAL

The Employee’s actions shall be bound on the Platform, in the manner described hereinbelow:

1. An Employee’s account as a representative of GradRight (“**Account**”), by way of an email id, phone number and password (“**Login Credentials**”).
2. Thereinafter, the Employee shall receive access to the Database for such Students that have consented to sharing their information with respective Education Institute(s) through the Click – Wrap Agreement under PartnerRight, AdmitRight, SelectRight.

3. You will be solely responsible for all activities that occur under Your name and the Account thereunder. GradRight will not be liable to any person and / or entity and / or governmental authority for any loss or damage which may arise as a result of any failure by You.
4. GradRight reserves the right to refuse service, terminate Accounts, or remove or edit content in its sole discretion.

V. PROHIBITED USE

The Platform may be used only for lawful purposes. GRADRIGHT specifically prohibits any use of the Platform for, and You agree not to use the Platform for, any unlawful and / or fraudulent purposes, including but not limited to the following purposes:

- i. Modifying, publishing, storing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material contained on the Platform, in whole or in part, without Our prior written consent.
- ii. Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in the content and any material and documentation provided on the Platform by other users or GRADRIGHT to any third party.
- iii. Providing use of the content in a computer service business, network, time sharing, interactive cable television, multiple CPU or multiple or concurrent user arrangement to users who are not individually licensed by GRADRIGHT or otherwise exploiting any portion of, the use of or access to the content or the materials or documentation provided on the Platform in contravention of these Terms of Use.
- iv. Defame, libel, disparage, threaten, harass or intimidate anyone or otherwise violate the personal, privacy, contractual, intellectual property or other rights of any person, including by the use of offensive comments related to race, national origin, gender, sexual preference or physical handicap.
- v. Submit any content or material that falsely expresses or implies that such content or material is sponsored or endorsed by GRADRIGHT.
- vi. Sell access to the Platform or any part thereof other than through a mechanism expressly approved by GRADRIGHT.
- vii. GRADRIGHT may also place additional fair use restrictions including restrictions on concurrent connections and time of usage.

VI. SECURITY

1. You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation:
 - i. accessing data not intended for You or logging into an Account which You are not authorized to access,
 - ii. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
 - iii. interfere with service to any user, host, or network.

2. You shall not misuse this Platform by knowingly introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together “**Viruses**”). You must not attempt to gain unauthorized access to our Platform, the server on which the Platform is stored or any server, computer or database connected to this Platform. You must not attack this Platform via a denial-of-service attack. Further, You shall not interfere with or circumvent any security feature of the Platform or any feature that restricts or enforces limitations on use of or access to the Platform, such as probing or scanning the vulnerability of any system, network or breach.
3. By breaching the provisions of this Clause, You may be liable to be prosecuted under the Information Technology Act, 2000 and any other Applicable Law. We will report any such breach to the relevant law enforcement authorities, and We will co – operate with such authorities by disclosing Your identity to them. In the event of such a breach, Your rights to use this Platform will cease immediately.
4. We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to Your use of this Platform or to Your downloading of any material posted on it, or on any Platform linked to it.
5. You agree to immediately report to Us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.
6. You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the Platform of other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as “spam” to other users, overloading, flooding or mail-bombing the Platform, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the Platform.
7. You are prohibited from reverse engineering, decompiling, reverse assembling, modifying or attempting to discover or copy any software, source code or structure that the Platform utilize to generate web pages or any software or other products or processes accessible through the Platform.
8. All actions performed by any person using Your Account and Login Credentials shall be deemed to have been committed by You and You shall be liable for the same. GRADRIGHT reserves the right to suspend/terminate Your Account at any time if it is found that You have been sharing the password with any unauthorized user.

VII. MISCELLANEOUS

1. Governing Law. This Terms of Use shall be governed by and construed in accordance with the laws of India.
2. Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 2019. The arbitrator shall be appointed by GradRight. The place of arbitration shall be New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in New Delhi. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties.

3. Assignment. You cannot assign or otherwise transfer Your rights or obligations under these Terms of Use to any affiliate and / or third party without the prior consent of GRADRIGHT.
4. Severability. If any provision of this Terms of Use is held to be illegal, invalid, or unenforceable under any present or future Applicable Law (a) such clause or part thereof shall be fully severable; and (b) the remaining provisions of this Terms of Use shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.
5. Notices. All notices and other communications required or permitted hereunder to be given to a party will be in writing, in the English language, and will be sent by way of e-mail, or mailed by prepaid internationally – recognized courier or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party will have furnished to the other party in writing in accordance with this provision.

For GRADRIGHT: grievance@gradright.com

For User: Such address provided by the User on the Platform.

6. Changes to Terms of Use. GRADRIGHT reserves the right to update (change, modify, add and/or delete) these Terms of Use from time to time, at the sole discretion of GRADRIGHT. When We update these Terms of Use, We will intimate you of the amendments on your email address and / or on the Platform. If you do not agree to the amendments, please do not use the Platform any further. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. GRADRIGHT has the right to include more services under the ambit of this Terms of Use, from time to time. The User shall be updated of such addition of products by way of a notification and / or an electronic mail.
7. Indemnity. The User agrees to indemnify and hold harmless GRADRIGHT, its affiliates, third – parties associated with GRADRIGHT and their respective shareholders, officers, directors, agents, and employees, from any losses, liabilities, damages, costs and expenses, claims or demand, made by any third party arising out of; (a) the User's breach or non-performance of the terms of these Terms of Use or, (b) the documents incorporated by reference between GRADRIGHT and the User or, (c) the User's violation of any Applicable Laws or, (d) the rights of a third party.
8. Scope. These Terms of Use shall be read in consonance with any other agreement entered between the User and GRADRIGHT. Notwithstanding anything to the contrary in this Terms of Use, in the event of a discrepancy between this Terms of Use and such agreement between the User and GRADRIGHT, the provisions of such agreement will prevail to the extent of the discrepancy.
9. Newsletter. If You wish to subscribe to Our newsletter(s) or receive notifications or e-mails from Us, We will use Your name and latest e-mail address provided by You in this regard. Notwithstanding, You may choose to stop receiving Our newsletters by following the instructions to unsubscribe as included in these e-mails or You can contact Us at grievance@gradright.com.

VIII. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant:

1. That You have the right, authority, and capacity to enter into this Terms of Use on Your own behalf and on behalf on any entity for whom You are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of Your participation violates provisions of the law to which You are subject, You will cease using the services and close your Account;

2. That You are at eligible as per Clause (V) of this Terms of Use;
3. That You shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
4. That You shall not use Login Credentials that is subject to any rights of a person other than yourself without appropriate authorization;
5. That You shall comply with the terms and conditions stipulated in this Terms of Use;
6. That You shall be solely responsible for maintaining the confidentiality of Your Login Credentials;
7. That all the representations made by You to Us including in accordance with these terms and conditions are true, correct and complete and that You will update the Database with GRADRIGHT as needed so that it remains true, correct and complete;
8. That You will conduct yourself in a professional manner in all your interactions with any other User, GRADRIGHT, their respective members, employees and officers and shall not defame, harass, intimidate, threaten, disparage, libel or otherwise make false statement concerning any of the aforesaid persons in the course of your interactions with them or third parties;
9. That Your usage of the Platform will not, in any manner, directly or indirectly, violate terms of any contractual arrangement binding on You. Further, You agree not to use the Platform in a manner that results in an event where You may experience a conflict of interest;
10. That You shall cooperate in good faith with other Users, GRADRIGHT and its personnel, and their respective employees and officers to give effect to and honour the terms of any contract entered into between You and such persons, whether or not executed through the Platform.

IX. INTELLECTUAL PROPERTY

1. This Platform is operated by and is the sole property of GRADRIGHT. Any and all material on this Platform, including images, illustrations, audio and video clips, trade names, proprietary information and knowledge, technology, databases, or rights with respect thereto necessary for Our business as is now being operated are protected by copyrights, trademarks, and other intellectual property rights that are owned by Us or by other parties that have licensed such material to Us, or such parties having ownership of content uploaded on the Platform. You agree that any and all material displayed on the Platform is solely for Your personal use and You shall not, whether directly or indirectly, copy, reproduce, republish, post, upload, transmit or distribute such material in any manner and through any media including by way of e-mail or other electronic means and You shall not assist any other person in doing so. Modification of the said materials or use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal use is a violation of the said copyrights, trademarks and other intellectual proprietary rights, and is expressly prohibited. GradRight grants to You a temporary, non-exclusive, revocable, non-transferable limited license to use the Platform for Your own use. All right, title, and interest in and to the Platform (excluding content uploaded specifically by a User) is and will remain the exclusive property of GRADRIGHT and/or its licensors.
2. You agree that these Terms of Use, do not entitle You to any support, upgrades, updates, add-ons, patches, enhancements, or fixes for the Platform ("**Updates**"). We may, however, occasionally provide automatic Updates to the Platform at its sole discretion (and without any advanced

notification to You). Any such Updates shall become part of the services and subject to these Terms of Use.

3. From time to time, we test various aspects of our Platform, including our website, user interfaces, service levels, plans, features, availability of content, delivery, and pricing, and we reserve the right to include You in or exclude you from these tests without notice.
4. GradRight shall have no obligation to monitor or enforce any intellectual property rights that may be associated with the content provided by You on the Platform.
5. If You are a copyright owner or an agent thereof and believe that any content on the Platform infringes upon Your rights, You may contact the below mentioned and provide details requested in regard to such infringement.

Grievance Redressal Officer(s)	Contact Information
Mr. Anand Patinge	grievance@gradright.com

X. SYSTEM LIMITATIONS AND FAILURES

We use internally developed systems for providing You access to and facilitating Your use of the Platform. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, We continually enhance and improve these systems in order to accommodate the level of use of the Platform. We may also add additional features and functionality to Platform that might result in the need to develop or license additional technologies. Increased utilization of the Platform or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. You agree that We shall not be liable to You or to any third party claiming through You, for any such failures contemplated herein.

XI. PRIVACY AND CONFIDENTIALITY

1. The Platform is governed by Our Privacy Policy, which can be located at [●].
2. Please read Our privacy policy to understand Our information collection and usage practices. You may obtain certain confidential information, including without limitation, technical, contractual, product, pricing, business related functions, activities and services, customer lists, knowledge of customer needs and preferences, business strategies, marketing strategies, methods of operation, markets and other valuable information that should reasonably be understood as confidential ("**Confidential Information**"). You acknowledge and agree to hold all Confidential Information in strict confidence. Title and all interests to all Confidential Information shall be vested in Us. Your obligations regarding Confidential Information will survive the termination of these Terms of Use. Upon such termination, You must stop forthwith using any Confidential Information to which You may have been exposed in due course of Your use of the Platform.
3. You agree that Your obligations under this Clause are necessary and reasonable in order to protect Our business and expressly agree that monetary damages would be inadequate to compensate for any breach of any covenant or agreement set forth herein. Accordingly, You agree and acknowledge that any such violation or threatened violation will cause irreparable harm and injury to GradRight

and that, in addition to any other remedies that may be available, in law, equity or otherwise, GradRight shall be entitled to obtain injunctive relief against the threatened breach of the terms of this Clause or the continuation of any such breach.

4. The restrictions in this Clause shall not apply to disclosure of Confidential Information by either party if and to the extent the disclosure is:
 - a) required by the Applicable Law of any jurisdiction,
 - b) required by any supervisory or regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law,
 - c) made to employees and representatives on a need to know basis, provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Clause.

Provided that, restriction in this Clause shall not apply to disclosures of Confidential Information made by GRADRIGHT to its shareholders, directors, managers, potential investors and/or Affiliates. Provided further that GRADRIGHT may disclose the Confidential Information to third party vendors and customers or pursuant to partnering arrangements without the restriction of this Clause provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Paragraph.

XII. MONITORING

1. All electronic communications and content presented and/or passed to Us, including that presented and / or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of GRADRIGHT in the exercise of their duties, or by law enforcement authorities who may be assisting GRADRIGHT in investigating possible contravention / non-compliance with applicable law.
2. Electronic communications and content may be examined by automated means.
3. GRADRIGHT has the right to reject, at its sole discretion, from the Platform any electronic communications or content deemed not to be in compliance with the corporate policies and procedures of GRADRIGHT.

XIII. FOREIGN JURISDICTION

GradRight makes no representation that the content contained on the Platform is appropriate or to be used or accessed outside of the Republic of India. You are expressly notified that, many states and foreign countries all have their own regulations that must be observed in relation to Your use or access of the Platform. You must make your own assessment regarding, and are responsible for compliance with, regulatory requirements as may be applicable to Your use and access of the Platform in such jurisdictions.

XIV. NO OFFERS OR RELIANCE

1. GRADRIGHT OPERATES AN EXECUTION – ONLY WEBSITE AND DOES NOT GIVE OR OFFER ANY LOAN ADVICE, TAX ADVICE, LEGAL ADVICE OR SOLICITATION TO ANYONE USING THIS WEBSITE. ACCORDINGLY, USERS ARE ADVISED TO CONSULT WITH THEIR TAX, LEGAL

AND FINANCIAL ADVISORS AND CARRY OUT THEIR OWN DUE DILIGENCE WITH RESPECT TO OPTING FOR .

2. Nothing contained on the Platform must be relied upon as a promise or representation as to past or future performance. The Platform may contain forward – looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "targeted," "projected," "underwritten," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology. These forward – looking statements include, but are not limited to, statements concerning the admission to a university, prospective job packages, admission to university and projections. Forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. Neither GRADRIGHT, the issuer nor any other person or entity assumes responsibility for the accuracy and completeness of forward-looking statements. Users should conduct their own due diligence.

XV. PURGING OF PERSONAL DATA

The Database shall be stored with GradRight for a pre – determined period after the User/Student/Education Institute ceases to use or access the Platform as per the internal policies for data storage of GradRight and the same shall be eventually deleted/ purged/removed from GradRight storage as per relevant applicable policies of GradRight. Provided that, if You require Us to immediately delete/purge/remove all personally identifiable information, collected and stored as per the Privacy Policy, You may email to Us at grievance@gradright.com and GradRight shall delete/purge/remove all information pertaining to the User/Education Institute/Student in the Database.

XVI. LIMITATION OF LIABILITY

1. THE DOCUMENTS AND GRAPHICS ON THIS PLATFORM COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE GRADRIGHT MAY MAKE IMPROVEMENTS AND/OR CHANGES HEREIN AT ANY TIME. THE GRADRIGHT MAKE NO REPRESENTATIONS ABOUT THE ACCURACY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND GRAPHICS ON THIS WEB SITE FOR ANY PURPOSE. ALL DOCUMENTS AND GRAPHICS ARE PROVIDED **“AS IS”** AND **“AS AVAILABLE”**. THE GRADRIGHT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT, THE GRADRIGHT AND/OR THEIR LICENSORS/ SUPPLIERS SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITES, THE INFORMATION, OR ON ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF THE GRADRIGHT IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. IN NO EVENT SHALL GRADRIGHT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR ANY CLAIMS OF YOU OR OTHER THIRD PARTIES WHATSOEVER WITH RESPECT TO THE PLATFORM OR THE MATERIALS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM ANY MISTAKE, OMISSION, VIRUS, DELAY OR INTERRUPTION IN OPERATION OR SERVICE

OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM AN ACT OF GOD, COMMUNICATIONS FAILURE, THEFT OR OTHERWISE. THE GRADRIGHT SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OF THE INTERNET.

3. THE GRADRIGHT DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE PLATFORM WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR THEIR HARMFUL COMPONENTS.