



## **Worldwide Transcripts Private Limited**

(ISO 9001, 27001, 23026 Certified firm)

Welcome to the [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com) (this "**Website**" or "**Service**") a company incorporated under the provisions of the Companies Act, 2013 in India (hereinafter referred as "**Service Provider**" or "**Worldwide Transcript**" or "**We**" or "**Us**" or "**Our**" or "**Company**"). In the said website or portal Worldwide Transcript proposes to collect data and other information regarding **individuals and persons** who have or will authorize and engage Worldwide Transcript to apply and procure, on their behalf, Academic or Education related documents from the specified/corresponding university/Board/College/Institution, hereinafter referred as **Requestor or applicant**) for or in connection with their employment (present/past), higher education, overseas travel, commercial, matrimonial etc. The website necessitates Requestor to submit information, corresponding documents and consent/authorization (in the prescribed format as detailed in the Annexure-1 & 2 of this agreement) of person whose academic or education related documents/information are to be procured or obtained from the corresponding University/Board/Institutions. On this Website, Worldwide Transcript also makes available Information, and Materials regarding the said services (collectively referred as "Materials").

Academic or Education related documents, stated in this agreement shall mean and include:

- a. Transcript of academic, educational or professional qualification(s);
- b. Original pass certificate(s) or degree certificate(s);
- c. Duplicate pass certificate(s) or degree certificates, including but not limited to lost or theft cases;
- d. Duplicate mark sheet(s), including but not limited to lost or theft cases;
- e. Medium of instructions;
- f. Migration Certificates; and
- g. Any other academic or education related documents not covered above, subject to its availability at specified/corresponding university/Board/College/Institution.

All users of the Website including Requestor (including Services Receivers) and the Visitors of the Website are together termed as "Users" (also referred hereinafter as "**You,**" "**Your**" and "**Yourself**").).

This user agreement ("**User Agreement**") governs your access to and use of this Website and the Materials and constitutes a binding agreement between you and Worldwide Transcript. Please note that we reserve the right, at our sole discretion, to change this User Agreement from time to time. Your continued use of this Website or any Materials after any such change takes effect will be deemed to constitute your acceptance of and agreement to

the new User Agreement. By paying partially or fully against the quotation amount you agree with the T&Cs listed under the User Agreement.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE ACCESSING, USING OR BROWSING THIS WEBSITE OR ANY WEBSITE MATERIALS. BY CLICKING ON "I AGREE," OR BY ACCESSING, USING OR BROWSING [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com) OR ANY WEBSITE MATERIALS, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT:

- A. YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT;
- B. YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ACKNOWLEDGE THAT THIS USER AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN WORLDWIDE TRANSCRIPT AND YOU OR YOUR ENTITY, AS APPLICABLE; AND
- C. IF ACCESSING, USING OR BROWSING THIS WEBSITE ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, DO NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS USER AGREEMENT AND DO NOT ACCESS, USE OR BROWSE OUR WEBSITE; WORLDWIDE TRANSCRIPT DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE OR BROWSE THIS WEBSITE OR THE MATERIALS.
- D. THE AGREEMENT IS PUBLISHED IN COMPLIANCE OF, AND IS GOVERNED BY THE PROVISIONS OF THE INDIAN LAW, INCLUDING BUT NOT LIMITED TO:
  - a. THE INDIAN CONTRACT ACT, 1872
  - b. THE (INDIAN) INFORMATION TECHNOLOGY ACT, 2000
  - c. THE RULES, REGULATIONS, GUIDELINES AND CLARIFICATIONS FRAMED THEREUNDER, INCLUDING THE (INDIAN) INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL INFORMATION) RULES, 2011 ("SPI RULES"), AND THE (INDIAN) INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 ("IG RULES").

### **1. No Recommendations or Advice**

This Website is neither a referral service and does not recommend or endorse any particular individual or its credentials or academic or professional qualifications. Rather, Website is only an intermediary that offers its services to apply and get the "Academic or Education related documents" to the requestor or its designated agencies/institutions. We do not offer advice regarding the quality or suitability of any particular individual. The transcripts and corresponding documents are provided on an

as is basis (as received from the concerned source university/Board/College/Instruction). Worldwide Transcript shall not be liable for accuracy or completeness or suitability or conclusiveness of the certificate, information or documents or transcripts etc. provided by the said source university/Board/College/Instruction.

The Requestor assumes all responsibility in connection with providing information required in the candidate declaration form on or through Website. Worldwide Transcript and its licensors, suppliers, partners and affiliates (collectively, the "Affiliates"), and the directors, officers, agents, and representatives of each, assume no (and hereby disclaims all) responsibility or liability of any kind, for any advice, opinion or services to be rendered by any Individual, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, opinion or services.

## **2. License**

Upon clicking "I Accept", Worldwide Transcript grants you a revocable, non-exclusive, non-transferable, limited license to access and view this Website and the Materials, and to copy, download, store and/or print only a single copy of any Materials, solely for your non-commercial, personal use and not for resale or distribution to anyone else. With respect to any permitted copy of the Materials, you will reproduce and include all copyright, confidentiality and other proprietary notices included in such Materials on any other such copy. All rights not expressly granted to you herein are reserved by Worldwide Transcript; there are no implied licenses under this Agreement. The license granted to you in this User Agreement is expressly conditioned on your continued compliance with this User Agreement. Please note that Worldwide Transcript, in its sole discretion, may change this User Agreement from time to time and your continued use of this Website or any Materials after any such change takes effect will be deemed to constitute your acceptance of the agreement to the changed User Agreement.

## **3. Ownership**

As between you and Worldwide Transcript, all right, title and interest in and to the Website together with all Intellectual Property Rights (hereinafter referred as IPRs) embodied therein, are the property of Worldwide Transcript or Worldwide Transcript's Affiliates. The Website and Materials are protected by law, including but not limited to India. Worldwide Transcript does not claim any rights in unaltered government data, if any available on this website.

You agree not to engage in any activity that would constitute Copyright/Trademark/IPR infringement with respect to this Website, Materials and Methodology. You acknowledge that Worldwide Transcript's selected, compiled, arranged and adjusted data and information regarding Worldwide Transcript are original compilations by Worldwide Transcript. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Materials or any portion thereof without Worldwide Transcript's prior written consent. By way of illustration but not limitation, except as expressly permitted in this User Agreement or otherwise permitted by us in writing, you may not, directly or indirectly, transmit,

download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of this Website or any Materials, in whole or in part, in any form or by any means.

Further, you agree not to engage in any activity that would constitute unfair competition or trademark infringement in connection with the Website, Materials. You acknowledge that Worldwide Transcript [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com), (collectively, "Marks" or "Word Mark") are service marks and trademarks of Worldwide Transcript. You acknowledge that Worldwide Transcript actively and extensively uses and promotes the Marks and that there is substantial goodwill associated with the Marks. You agree not to cite (orally, in writing or otherwise), reproduce or re-publish Marks in any manner likely to deceive or cause confusion in the marketplace.

Please be aware that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law. Please send an e-mail [info@worldwidetranscripts.com](mailto:info@worldwidetranscripts.com) to receive additional information, if required.

#### **4. Password Maintenance and Responsibility**

If you wish to access certain areas of this Website or the Materials available on or through certain areas of this Website, you must choose a password during your completion of this Website's registration process. By registering, you represent, warrant and covenant that: (a) you are at least 18 years of age; (b) you are using your actual identity; (c) you have provided only true, accurate, current and complete information about yourself during the registration process; and (d) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. (e) To subscribe for the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, expert's forum communications, membership of mailing lists etc. You may update your information at any time by logging into the Website and clicking on "Account Log In."

By logging onto this Website using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct there under. You are solely responsible for the confidentiality and use of your password, as well as for any activities conducted on or through this Website using your password. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time and for any reason.

#### **5. Term and Termination**

This User Agreement will take effect at the time you click "I Agree" or access, use or browse this Website or any Materials. We reserve the right, at any time and for any reason, without notice to you: (a) to deny you access to this Website, the Materials or any portion thereof; (b) to change, remove or discontinue the Website or any portion thereof, or any of the Materials or services available on or through this Website; or (c)

to terminate this User Agreement. Upon termination of this User Agreement, all licenses granted to you under this User Agreement immediately and automatically terminate and you may no longer access, browse or otherwise use this Website, the Materials or any portion thereof.

## **6. Our Privacy Policy**

We consider the protection of our user's personal data to be important. Therefore, we have adopted a Privacy Policy outlining our personal data collection and use practices. Please refer to it for details about how we collect and use personal information from users of this Website. By agreeing to the terms of this User Agreement, you are automatically agreeing to our Privacy Policy, which is incorporated herein.

## **7. Links to Other Websites**

This Website may contain links to other Websites on the World Wide Web for the convenience of our users. These other Websites have not been reviewed by us and are maintained by third parties over which we exercise no control. Accordingly, we expressly disclaim any responsibility for the content, policies and practices of these other Websites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other Websites. Moreover, these links do not imply, directly or indirectly, our endorsement of or affiliation with any other Website or Website owner, or any information, products or services provided by any third party. When leaving this Website, you should be aware that our terms and policies may no longer govern, and, therefore, you should review the applicable terms and policies of each linked Website.

## **8. Third Party Content and Privacy Information Delivered to Third Parties**

Some of the Materials are provided by independent information providers ("IIPs"). We make no representations with respect to, nor do we guarantee or endorse the availability, accuracy, reliability, completeness, currency, quality, performance, suitability, or correct sequencing of any information, materials or other content provided by any of the IIPs. We do not endorse, oppose or edit any opinion or analysis expressed by any of the IIPs. We assume no responsibility or liability for any information, materials or other content provided by any of the IIPs. Moreover, any private information you deliver to third parties accessed through a link at the Website will be held subject to the privacy policies of that third party, and not Worldwide Transcript.

The use of the Website by any entity or individual to verify the credentials of Individual is prohibited. We render limited services as per the assignment and do not offer any detective or credit worthiness information.

## **9. Submissions - Rules and Permission to Use**

Any and all materials (other than information given in connection with registration, which shall be treated as set forth in other provisions of this User Agreement),

including suggestions, feedback, ideas, concepts, comments, illustrations and other materials that you disclose or offer to us on or in connection with this Website or any Materials ("Submissions") are submitted by you without any restrictions or expectation of confidentiality. You hereby assign to us without additional consideration or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, the Submissions. You further agree that your Submissions may be used without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public the Submissions on this Website or elsewhere by us, our assigns or others we have allowed to use your Submissions. You will not assert any proprietary right or moral right of any kind with respect to any Submissions.

**You represent and warrant to Worldwide Transcript that:**

- a. you own, or are otherwise lawfully authorized to use, all Submissions and portions thereof that you transmit to or through this Website;
- b. any Submissions submitted by you will not contain any of the following material (the "Proscribed Material"):
  - material that is false, factually inaccurate or misleading;
  - material that is defamatory, libelous, deceptive or fraudulent;
  - material that violates any Indian or Foreign Law, as may be applicable;
  - material that discriminates against, ridicules, harasses or disparages an individual or group for any reason, or on the basis of race, religion, national origin, gender, sexual orientation, marital status, age, disability or any other status that Worldwide Transcript deems inappropriate for the Website;
  - material that violates any person's privacy right;
  - material that infringes or violates any person's copyright, trademark or other intellectual property right;
  - material that is obscene or derogatory; and
  - material that promotes violence, firearms, ammunition or weapons designed to inflict serious bodily harm;
- c. material that Worldwide Transcript deems, in its sole discretion, objectionable or inappropriate for the Website; and Worldwide Transcript's use of any Submission, as permitted under this User Agreement, does not and will not violate any Indian or Foreign Law, including without limitation any law related to advertising or testimonials, any law concerning defamation, libel and privacy, and any copyright, trademark or other intellectual property law, and will not cause injury to any person or entity.

**10. Confidentiality on the Internet**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While we have endeavored to create a secure and reliable Website, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any

information transmitted via the Internet, the accuracy of the information contained on this Website, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

## **11. Electronic Communications with Worldwide Transcript**

Should you elect to send or receive e-mail communications of any kind to or from Worldwide Transcript, you represent and warrant to Worldwide Transcript that your e-mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e-mail transmissions. You further agree that the content (including any Materials) in any e-mail or other electronic communication including but not limited to the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, expert's forum communications, mail communications, membership of mailing lists etc. You receive from Worldwide Transcript is subject to the provisions of this User Agreement.

## **12. Website Monitoring**

We reserve the right to view, monitor and record activity on this Website without notice to or permission from you. We may disclose any records, electronic communications, information, materials or other content of any kind: (a) if we believe in good faith that applicable law, regulation or legal process requires it; (b) if such disclosure is necessary or appropriate to operate this Website; or (c) to protect our rights or property or the rights or property of our users and business partners. However, we are not responsible for screening, policing, editing or monitoring this Website.

We are committed to complying with all applicable Indian and Foreign Laws and expect all Users of this Website to comply with all applicable laws as well. Using this Website to transmit any Proscribed Materials is expressly prohibited under the User Agreement.

If it comes to our attention, we discover or we are notified of an allegation that this Website or a Submission contains any Proscribed Materials, then we may, but have no obligation to, investigate the allegation and determine in our sole discretion whether to remove or request the removal of the same from this Website. Notices to us regarding any alleged violation of this User Agreement or copyright infringement on this Website should be directed to Worldwide Transcript at the following e-mail address: [info@worldwidetranscripts.com](mailto:info@worldwidetranscripts.com).

## **13. Events Beyond Our Control**

You absolve and release us and our affiliates from any claim of harm resulting from any cause(s) over which we or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, lockout or governmental restrictions,

and disclosure of your private information that you have provided to third parties through links on our Website.

#### **14. Disclaimers**

THIS WEBSITE AND THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP TO DATE INFORMATION AVAILABLE ON THIS WEBSITE, THE WEBSITE MATERIALS MAY CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY BE CHANGED OR UPDATED WITHOUT NOTICE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS WEBSITE, THE WEBSITE MATERIALS, OR ANY PRODUCTS, SERVICES OR RESULTS OBTAINED ON OR THROUGH THIS WEBSITE; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THIS WEBSITE OR ANY WEBSITE MATERIALS WILL ASSIST YOU IN IDENTIFYING A SUITABLE SERVICE PROVIDER OR FOR ANY OTHER PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED, ERROR- FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND THE WEBSITE MATERIALS IS ENTIRELY AT YOUR OWN RISK.

#### **Limitations of Liability**

NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON, THIS WEBSITE, ANY MATERIALS, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE. IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE, ANY WEBSITE MATERIALS, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE, YOUR SOLE REMEDY IS TO CEASE USING SUCH ITEM/SERVICE(S).

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF



THIS WEBSITE, ANY MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS WEBSITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WORLDWIDE TRANSCRIPT FURTHER DISOWNS LIABILITY TOWARDS ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEB SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENCE OR INTENTIONAL, INADVERTENT OR ADVERTENT AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITE OR FOR OBTAINING A POLICY OR SERVICE FROM THE WEBSITE, AS APPLICABLE.

FURTHER IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF WORLDWIDE TRANSCRIPT TO A USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR A USER'S USE OF THE WEBSITE EXCEED, IN THE AGGREGATE RS. 1000.

IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS IN FORCE IN INDIA, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

FOR JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **15. Indemnity**

You will defend, indemnify, and hold harmless Worldwide Transcript and our Affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (a) your use of this Website, any Materials, or any products or services obtained on or through this Website, (b) any arrangements you make based on information obtained on or through this Website or (c) any breach by you of this User Agreement or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to this agreement

## **16. Governing Law and Selection of Venue**

Regardless of the jurisdiction in which you work or reside, this User Agreement is made in the State of Chhattisgarh, and will be construed and enforced in accordance with Indian law (without regard to its provisions governing conflicts of law), as applied to agreements entered into and completely performed in India.

ANY ACTION ARISING OUT OF THE CONTENT OF THIS WEBSITE, YOUR USE OF THE MATERIALS OR YOUR UNAUTHORIZED CITATION, REPRODUCTION OR RE-PUBLICATION OF ANY SERVICE OR USE OF ANY MARKS, OR ANY ACTION TO ENFORCE THIS USER AGREEMENT WILL BE BROUGHT ONLY IN THE COURTS PRESIDING IN STATE OF CHHATTISGARH, INDIA, AND YOU EXPRESSLY AGREE TO BE SUBJECT TO THE JURISDICTION OF COURTS IN RAIPUR AND CHHATTISGARH. USE OF THIS WEBSITE IS LIMITED SOLELY TO PERSONS WHO AGREE TO RESOLVE ANY AND ALL DISPUTES PERTAINING TO THIS WEBSITE IN THE COURTS OF RAIPUR, AND SUCH AN AGREEMENT IS AN EXPRESS CONDITION TO USE OF THIS WEBSITE.

Any and all disputes arising out of or in connection with this Agreement shall be settled by Arbitration in accordance with the provisions of the Indian Arbitration Act, currently called the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by the Company. Where the provision for arbitration is invoked by the User, all expenses for such arbitration shall be borne by the User till the passing of the award by the Arbitrator. The Arbitrator shall determine the liability of the Company to pay costs for such arbitration based on the nature of the claim raised by the User (whether such claims are frivolous or otherwise), amount claimed, amount awarded and such other circumstances as the Arbitrator may consider reasonable. Where the provision for arbitration is invoked by the Company, the costs of the arbitration proceedings shall be borne equally by the Parties, subject to determination by the Arbitrator and recorded in the award. The venue of such arbitration shall be Raipur (City), CG (State), and India (Country). The Agreement shall be governed by the Laws of India. The procedure shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

This Website is controlled and operated by Worldwide Transcript from its offices within the India. We make no representation that this Website or the Materials are appropriate or available for use outside of the India. Those who choose to access this Website or the Materials from locations outside of the India will be responsible for compliance with applicable local laws.

## **17. Notices; Contacting Worldwide Transcript**

All notices to you will be sent to the e-mail address that you provide to us when you register. Such notice will be deemed given one business day after the e-mail is sent. If you have any questions about this User Agreement, the Website or the Materials, or if you need to notify us, then contact us at [info@worldwidetranscripts.com](mailto:info@worldwidetranscripts.com) or at the following address:

## **WORLDWIDE TRANSCRIPTS PRIVATE LIMITED**

**Registered Office:** Ward Number-28, Besides Kailash Kanta Clinic, Avanti Vihar, Sector-1, Raipur (Chhattisgarh), India-492001

**Email ID:** info@worldwidetranscripts.com

**CIN Number:** U93090CT2021PTC012545

### **18. Payment, Fees and Taxes:**

- a. The User agrees to pay upfront/advance all fees and charges applicable to User's use of Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and not on actual usage of the Services. If on account of any technical reasons, the fees collected by Worldwide Transcript is less than the actual charges/cost, the user agrees to pay such additional charges, as sought by Worldwide Transcripts. Such additional charges may be any amended fees by the university/school/institutions or any leftover processing cost or shipping charges etc.
- b. The refund of fees/payment collected by Worldwide Transcript, if any, shall be subject to the refund policy, stated in **Annexure 3** of this agreement. Worldwide Transcripts reserves the right to review its refund policy and make suitable amendments from time to time, without any notice to its clients.

The refund duly approved by Worldwide Transcript and eligible for payment, shall be released within 20-25 working days.

- c. Each User / member/ requestor is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting, wherever applicable. Worldwide Transcript shall be responsible for payment of taxes, applicable to it as per Indian Laws.
- d. The fees are to be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. Worldwide Transcript is not responsible for any loss or damage caused to user during this process as these third parties are beyond the control of Worldwide Transcript.
- e. All fees are exclusive of taxes. GST of 18.00% or such rate as may be prescribed/applicable, is levied on every purchase.
- f. Worldwide Transcript reserves the right to modify the fee structure, either by notice on the Website or through email to the authorized User (for in-process cases), which shall be considered as valid and agreed communication.
- g. In order to process the payments, Worldwide Transcript might require details of User's bank account, credit card number etc. Please check our privacy policy on [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com) on how Worldwide Transcript uses the confidential information provided by Users.
- h. Payment processing services provided by our third-party payment processor are subject to its terms.

### **19. Miscellaneous**

The following provisions will survive the termination of this User Agreement: 1; 3; 6; 7; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; and 20. Failure to insist on strict performance of any provisions of this User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver of any provision of this User Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this User Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect, and the parties will promptly substitute for the invalid provision an enforceable provision which resembles the invalid provision as closely as possible in intent and economic effect. No joint venture, partnership, employment or agency relationship exists between you and Worldwide Transcript as a result of this User Agreement or your use of this Website or any Materials. This User Agreement including all annexures (bring integral part of the User Agreement) shall constitute the entire agreement between you and Worldwide Transcript with respect to your use of this Website and the Materials, and supersedes any and all prior or contemporaneous proposals, agreements, or other communications relating to the Site and Services, whether written or oral. You acknowledge that, in providing you access to and use of this Website and the Materials, we have relied on your acceptance of this User Agreement.

## **20. Other Service Level Terms and Conditions:**

- a. Worldwide Transcripts reserves all rights and discretion to accept/reject any cases/order without stating any reasons whatsoever
- b. Turnaround Time (TAT): Worldwide Transcript, upon receipt of payment and subject to successful first hand evaluation of the documents, shall initiate the application process within 30 working days and shall endeavour to follow-up and complete the process in coordination with respective University/Board/College/Institution within 15-120 working days from the date of acceptance of your service request. The aforesaid process timelines are to be used as a guideline only as Worldwide Transcript do not have any control over University/Board/college/Institution or their internal process/factors. The actual time for procuring the Academic or Education related documents shall depend upon the TAT or internal process time of the corresponding University/Board/Institution, where Worldwide Transcript do not have any control. Working days mean Monday to Friday, except holidays
- c. Upon submission of application with the concerned University/Board/college/Institution, in case the concerned University/Board/college/Institution, require corrections in any documents, in terms of name/marks or any other errors, identified by them during verification, the Worldwide Transcript shall inform the same to the requestor. For such cases, **the requestor can:**
  - (i) Intimate Worldwide Transcript and request for Stop Case, where Worldwide Transcript will not pursue further on the matter with the concerned University/Board/college/Institution, the refund if any, claimed by the requestor, shall be processed as per the refund policy of the Company; OR
  - (ii) Get the necessary corrections/rectification done at its end and provide the corrected documents post removal of identified errors to Worldwide Transcripts, within the timeline specified, if any, for

onward submission with the concerned University/Board/college/Institution, OR

(iii) Request Worldwide Transcript to initiate for getting the said corrections/rectification of documents. The said service request shall be treated as a new Service Request, and will be provided at the sole discretion of Worldwide Transcript subject to payment of additional charges. The said additional charges may comprise of the service fees of Worldwide Transcript and the fees required to be paid to the concerned University/Board/college/Institution, if any.

- d. Delay in the application process: In case Incomplete / inadequate information (Insufficient information) is provided or if any document is missing, for such cases, you will be contacted via mail / call. Worldwide Transcript shall endeavour to undertake 3 attempts of follow-up/reminders and in case it did not receive the required documents/ details within 180 days or 6 calendar months, whichever is earlier, from the date of the aforesaid third attempt, the case will be treated as closed and no refund will be made.
- e. The cases once closed on account of delay in receiving the required documents/details, can be re-initiated with submission of required information and details and subject to payment of 25% of the case value in terms of extra processing fee.
- f. Delays in Response from Universities /Board/ Institutions (Delay in Source): The actual time for procuring the Academic or Education related documents shall depend upon the TAT or internal process time of the corresponding University/Board/Institution, where Worldwide Transcript do not have any control. There could be delays in the response from the source institutions for example delay on account of internal issues with the said institutions, closed for the summer/ election holidays or other holidays, strikes, natural calamity or other force majeure conditions etc. Since these delays are beyond control of Worldwide Transcript, it will have to rely on the timelines and information provided to it by the respective institutions and its officials and is not responsible or liable in any way whatsoever, for the delays or consequent hardship or losses, if any, caused to you on account of the said delay.
- g. In case after an application has been submitted to the university/Board/Institutions and the same is kept by the respective university/Board/Institutions on hold due to lack of information/document or on account of incomplete/wrong documents or for any other reason attributable to you, in such cases Worldwide Transcript shall treat such cases as automatically closed after 180 days or 6 calendar months, whichever is earlier, from the date of the last communication done. No refunds shall be applicable in such cases.
- h. In case your documents are found fake/in genuine/made up, by university verification department, Worldwide Transcript shall forfeit the complete application amount and shall at its discretion initiate for necessary legal action against you, including but not limited to claiming damages, if any, filing/registration of complaints with the concerned authority etc.
- i. Your Academic or Education related documents report/document will be released subject to the policy of the respective Universities /Schools/ Board/Educational Institutes or source institution as such Worldwide Transcripts shall not be liable or held responsible for accuracy or completeness or

suitability or conclusiveness of the information or output provided by the said institutions.

- j. Worldwide Transcript will not be responsible for any loss or damage of documents/mark-sheets/transcripts due to any mistakes by university/corresponding Institution. Reprocessing of application for such cases will require re-payment of service charges and university fees and all applicable charges.
- k. Once the documents have been dispatched by the University/Board/Institutions, Worldwide Transcript shall endeavour to obtain the proof of dispatch details from the respective University/Board/Institution or their shipment partners, if any, and only upon receipt of the same, shall share with you. Worldwide Transcript will not be in any case responsible for any postal error/loss of document in transit, misplaced/damaged courier/accidents/thefts/natural calamity etc.
- l. Worldwide Transcript only facilitates you for making application and meeting out the corresponding documentation on your behalf for getting your Academic or Education related documents from the corresponding Universities/Board/Institutions and arranging the same to be shipped to your requested addressee/corresponding office as desired in the service request, subject to the process of corresponding University/Board/Institution. Under no circumstances, Worldwide Transcript shall be held responsible for rejections if any, by the addressee/corresponding office for whatsoever reason.
- m. Worldwide Transcript as a process shall shred the hard copies or erase the soft copies of all documents that were submitted by you while ordering the case, after 1 (one) month of closure of the case.

Date Last Updated: 22.11.2022

## Annexure –1: Format of Authorisation Letter

Date:

To

1. Worldwide Transcripts Private Limited  
Besides Kailash Kanta Clinic, Shiv Mandir Lane, Ward NO 28,  
Sec-1, Avanti Vihar, Raipur-492006, Chattisgarh

### 2. TO ALL TO WHOM THESE PRESENTS SHALL COME

**Sub: Appointment and Authorization to 1. Worldwide Transcripts Private Limited to act as a lawful attorney for procuring xxxxxxxxxxxx of academic qualifications from xxxxxxxxxxxxxxxxxxxxxxxxxxxx (full name of the university)**

I, < Name >, Son/Daughter of Mr. \_\_\_\_\_, residing at \_\_\_\_\_.

WHEREAS I have applied for xxxxxxxxxxxx(Permanent Resident/Work/Study Visa or other, mention the purpose) and in connection therewith, have to arrange xxxxxxxxxxxxxxxxxxxx(state the document like transcript, duplicate mark sheet, duplicate/original degree certificate, mode of instructions etc) of my academic qualifications (which all qualificaions) from xxxxxxxxxxxxxxxxxxxx (name of the university) .

AND WHEREAS I am unable to visit the said University and complete the necessary application and other formalities/documentation in this regard.

I, therefore appoint and authorize 1. Worldwide Transcripts Private Limited, and its employees, directors, shareholders, associates' partners and all the person, entities, organization and person acting on its behalf (collectively referred to as Worldwide Transcripts Representatives and Partners), to apply and procure transcripts (for other documents, pls specify) of my academic qualifications from the aforesaid university/Board/Institution.

I also authorize Worldwide Transcripts Representatives and Partners to do, execute the following acts deeds and things In my name, on my behalf and for me for obtaining the transcripts (for other documents, pls specify) of my academic qualifications, namely:

- 1) To make/submit the application form and represent me before the said university from time to time
- 2) To sign on my behalf, the necessary forms, applications, documents and other writings as may require from time to time;
- 3) To pay necessary fees, charges and other payments to the university as may be required for the aforesaid purpose;
- 4) To receive the transcripts (for other documents, pls specify) on my behalf from the said university; and
- 5) To do all other acts and things as may be required to be done for procuring the transcripts (for other documents, pls specify) of my academic qualification, as I would do if personally present.

I understand and agree that Worldwide Transcripts Representatives and Partners are relying on the timelines and information provided to it by the university/Board/Institution and its officials and is not responsible or liable for the delays, accuracy or completeness or conclusiveness of the information provided to it by the university/Board/Institution;

I hereby confirm that I will not hold Worldwide Transcripts Representatives and Partners, liable or claim in any manner whatsoever from Worldwide Transcripts Representatives and Partners for any direct or indirect loss/damage, whether financial or non-financial incurred by me directly or indirectly, due to or in connection with the application for procuring transcripts of my academic qualifications.

That I have read, understood and consent to these statements listed above also confirm that the information/details provided in terms of the candidate declaration/information in [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com) are true and correct to the best of my knowledge. Nothing has been concealed.

I agree to provide all additional information/documents which may be required in connection with the requested services.

Name \_\_\_\_\_

Current Address  
\_\_\_\_\_

By availing our services, you agree to all of the terms and conditions as mentioned in our website: [www.worldwidetranscripts.com](http://www.worldwidetranscripts.com)

Signature \_\_\_\_\_

\_\_\_\_\_ ID (PASSPORT COPY):



## **Annexure 2:**

### **CANDIDATE DECLARATION FORM**

**PDF FORMAT WITH CLEAR SCANNED COPY OF ALL DOCUMENTS  
(1 SET ATTESTED 1 NON-ATTESTED BY CANDIDATE)**

1. Full Name of Applicant
2. Registration No.
3. Enrollment No.
4. Roll No
5. Fathers Full Name (As provided during enrollment)
6. Mothers Full Name (As provided during enrollment)
7. Passport Size Photo
8. WES Reference Number
9. Category- GEN/SC/ST
10. DOB
11. Email ID
12. Indian Address
13. Indian Contact Number
14. Degree Certificate, All Semester Marks Card, Consolidated Mark list
15. ID Proof/Passport/AADHAR Card-Self Attested

I, [Mr./Ms./Mrs]. [Name] [S/o / D/o] [Mr]. [Father Name], R/o [ROC Address] do here by Solemnly affirms and declares that all information and particulars furnished here by me are true and correct to the best of my knowledge.

### **SIGNATURE OF APPLICANT**

Note: The information/documents collected in terms of this Candidate Declaration Form are indicative and based on past experience of Worldwide Transcript. Worldwide Transcript may seek additional details/documents from the requested, basis any further requirements or queries from the specific Board/University/College/Institutions.

### Annexure 3:

#### Refund Policy:

| S. No. | Scenarios for claiming refund  | Eligible Refund Amount/Deduction %   |
|--------|--|--|
| 1      | Client request for cancellation of order within 10 working days of placing order, provided that no application has been filed by Worldwide Transcript with the concerned Board/University/College/Institutions, by then.   | Refund shall be computed after deduction of 10% of the amount received towards service charges, for processing cost.   |
| 2      | If the concerned college/university/institution is found to be shut down operations or does not exist or do not issue the particular Academic or Education related documents as sought by the requestor, for any reason whatsoever, and upon getting a written communication to this effect, from Worldwide Transcript the requestor asking for refund       | Applicable for a refund of 75% of the Processing cost, Full refund of University Charges (if unpaid) and Full refund of Shipping Charges   |
| 3      | After filing of application with concerned Board/University/College/Institutions or submission of additional information or documents, as sought from time to time, delay in closure of case/order beyond 120 days from the date of placing order.   | Applicable for a refund of 25% of the Processing Cost. Full refund of Shipping Charges.<br><br>The fees and extra cost (if any) paid to the concerned Board/University/College/Institutions will not be refunded. Refer Clause 20C |
| 4      | In case the concerned University/Board/college/Institution, require corrections in any documents, in terms of name/marks or any other errors, identified by them during verification, the Worldwide Transcript shall inform the same to the requestor. In case the requestor requests for StopCase/ does not want to proceed with the case and seeks refund. | Refund: NIL  |
| 5      | In case after an application has been filed with concerned Board/University/College/Institutions, it is kept on hold due to lack of information or for providing incomplete or wrong information/documents or for any other reason attributable to the requestor   | Refund: NIL  |
| 6      | E-Transcripts  | Refund: NIL  |
| 7      | E-Transcripts + Procurement  | Procurement Case Refund as per above clauses. Full refund of e-shipping charges.   |

**Note:** The refund duly approved by Worldwide Transcript and eligible for payment as per the aforesaid policy, shall be released within 20-25 working days, subject to completion of necessary documentation.

### **Translation Order Cancellation/Refund Policy:**

Important points with reference to translation order cancellation and refund policy.

- When an order is placed it can be cancelled within 30 minutes of order placement, by email stating reason of cancellation at [teamlead@worldwidetranscripts.com](mailto:teamlead@worldwidetranscripts.com) along with order id and transaction details.
- If order cancellation mail received after 30 minutes of order placement no refund will be applicable for the cases.
- Before preparation of final document, a mail is sent to client for proof-reading of the captioned document for rectification of any error or omission.
- No alteration/edit request will be entertained post final document printing and preparation of hard copy. If any changes required, then in that case new order has to be placed with applicable charges + GST.
- On receipt of cancellation and refund request the refund will be processed in 7 business days.
- Worldwide Transcript reserves the right to refuse any refunds for the service fees charged by the Company for any cancelled services, for any reason whatsoever.
- All refunds are limited to the amount paid by client.

Worldwide Transcript's may dismiss, modify, hold or discontinue any aspect of the website which may include accessibility of any services of the website, at any time. The Company may enforce restrictions on certain services or restrict access to part or entire website without any prior notice or liability.

### **Apostille Order Cancellation/Refund Policy:**

Important points with reference to apostille order cancellation and refund policy.

#### **Cancellation by Worldwide Transcripts Pvt. Ltd.:**

- Worldwide Transcripts reserves the right to cancel client's order before submitting to Consulate or Embassy if found fraud/incorrect documents submitted the client. There may be certain documents that cannot be processed due to limited jurisdiction or non-availability of authorization.

#### **Cancellations by the client:**

- If client requests order cancellation and the application is submitted to authorized submission Centre of MEA/consulate /embassy. Then there is no refund applicable for total fees including services charges.
- Apostille and attestation fee is non-refundable once paid even if the document is cancelled/refused /withdrawn.
- If apostille order cancellation request received and the documents not yet submitted to Embassy or MEA then refund can be processed after standard deduction as applicable on the service fee paid by client to us.  
(Standard Deduction: 10% of service charges.)
- On receipt of cancellation and refund request the refund will be processed in 10 business days through method of payment as chosen by client while paying to us. However, the Company reserves the right to refuse any refunds for the service fees charged by the Company for any cancelled services, any reason whatsoever.
- Certain charges like Shipping, vendor fees as applicable, refund will not be applicable in such case.

- The Company reserves the right at its discretion, to modify, add, amend, remove any portion of this Cancellation Policy in whole or part, at any time, without serving any prior notice. Your continued use of website and services post any amendments in the Cancellation Policy shall be deemed as your acceptance of those amendment's.
- Further Worldwide Transcript's may dismiss, modify, hold or discontinue any part of the website which may include accessibility of any services of the website, at any time. The Company may enforce restrictions on certain services or restrict access to part or entire website without any prior notice or liability.

Note: The refund duly approved by Worldwide Transcript and eligible for payment as per the aforesaid policy, shall be released within the period mentioned, subject to completion of necessary documentation required for refund processing.