JEWELS Skilling Channel Partner Program (JSCPP) Agreement
Version 1.0 Dated 15.04.2006

These terms and conditions ("Terms"), which include JEWELS Skilling Channel Partner Program, YGROO Privacy Policy, YGROO Honor Code, and YGROO Copyright & Trademark Policy govern your engagement with YGROO & GJSCI (Gem & Jewellery Skill Council of India) under the JEWELS Skilling Channel Partner Program and the use of all YGROO and GJSCI Product and Services offered under the said program (the "YGROO and GJSCI Products and Services, YGROO & GJSCI Products, YGROO & GJSCI Services, Products, Services"). The JEWELS Skilling Channel Partner ("you", "your") are required to drive enrolments for these YGROO & GJSCI Products and Services. Your JEWELS Skilling Channel Partner Program (JSCPP) Agreement and account with YGROO (YGROO, we, us) is with YGROO DIGITAL PVT LIMITED, a company incorporated in India with company identification number U63040MH2006FTC163655 having its registered office at Him&Kays House 1 Powai Vihar, Powai, Mumbai 400076 . You or the entity you represent ("you", "your") accept this agreement terms when you complete and submit the JEWELS Skilling Channel Partner Program (JSCPP) Online enrolment form through our website https://in-jewels.ygroo.org/channelpartner or by continuing to drive enrolments to YGROO & GJSCI Products and Services after being notified of a change to these Terms. You represent to us that you are lawfully able to enter into agreements (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. All terms this JEWELS Skilling Channel Partner Program (JSCPP) Agreement shall be binding upon you and inure to the benefit of and be enforceable by your successors. YGROO and the Partner may be referred to individually as a "Party" and collectively as the "Parties".

Any new products and services or any new features or tools which are added to the current Products and Services shall be also subject to the Terms. You can review the current version of the JEWELS Skilling Channel Partner Program (JSCPP) Agreement at any time on our corporate website (https://in-jewels.ygroo.org/jscppa). YGROO reserves the right to update and change the Terms by posting updates and changes to the website. We recommend that you check the JEWELS Skilling Channel Partner Program (JSCPP) Agreement from time to time for any updates or changes that may impact you, if any changes happen, we send notifications to all active JEWELS Skilling Channel Partners.

You must read, agree with and accept all of the terms and conditions contained in this JEWELS Skilling Channel Partner Program (JSCPP) Agreement, and also the undermentioned, before you start marketing and driving enrolments for our Product and Services, submit the online JEWELS Skilling Channel Partner online enrolment form:

1.0 YGROO Service Terms - https://in-jewels.ygroo.org/msa
2.0 YGROO Privacy Policy - https://in-jewels.ygroo.org/privacy-policy
3.0 YGROO Honor Code - https://in-jewels.ygroo.org/honor-code
4.0 YGROO Copyright & Trademark Policy - https://in-jewels.ygroo.org/trademark-copyrights

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1) Acceptance (Online Checkbox)

By clicking **"I Agree"** (or equivalent submission action), you confirm that:

1. You have read this Agreement and including service terms, privacy policy, honor code & Copyright & trademark policy;
2. You agree to be legally bound by it; and
3. You represent and warrant that you are authorized to enter into this Agreement on behalf of the Partner organization (if applicable).

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2) Formation & Eligibility

2.1 **Application:** You will submit an online Application form through JEWELS' website https://in-jewels.ygroo.org/channelpartner
2.2 **Approval:** YGROO & GJSCI may approve or reject the Partner application at its sole discretion.
2.3 **Effective Date:** This Agreement becomes effective only upon the acceptance/approval communicated to You, and after creation of your Partner tracking code and your name appearing in the JEWELS platform as a partner (if applicable).

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3) Definitions

3.1 **"Eligible Course"** means any skilling or training course listed on the JEWELS/partner learning platform that is eligible for commission under this Program during the relevant period.
3.2 **"Successful Enrollment"** means a learner's enrollment for an Eligible Course where:

- the learner has submitted the order and paid the **Course Fee** (after applicable discounts), and
- JEWELS confirms enrollment against the Partner's tracking code/referral link.

3.3 **"Course Fee (Net of Taxes)"** means the tuition/course amount excluding applicable taxes (e.g., GST).
3.4 **"Qualifying Revenue"** means Course Fee (Net of Taxes) received by JEWELS from Successful Enrolments that are attributable to the Partner.

4) Role of the Partner (What You Will Do)

4.1 **Promotion:** You will promote JEWELS skilling courses to your network using:

- JEWELS-provided **referral link(s)** / **tracking code(s)** / **partner landing pages**, and/or
- promotional assets (if provided by JEWELS).

4.2 **No Unauthorized Marketing:** You must not misrepresent course content, pricing, eligibility, certification, job outcomes, or JEWELS affiliation.

4.3 **Compliance:** You will comply with applicable laws, including laws related to advertising, consumer protection, anti-spam, and data privacy.

4.4 **No Guarantee of Outcomes:** You acknowledge that JEWELS does not guarantee employment or specific outcomes; you will not promise such outcomes on behalf of JEWELS.

5) Tracking, Reporting & Attribution

5.1 **Attribution:** Commission is earned only for enrolments tracked through the platform wherein the participant while enrolling in the platform selects you while registering and completing his/her profile.

5.2 **Updates:** JEWELS will share commission/revenue updates periodically (at least monthly) through the partner dashboard/email (as applicable).

5.3 **Final Reconciliation:** JEWELS' records will be the final authority in determining attribution, refunds, cancellations, and payable amounts.

6) Commission Structure (Your Earnings)

6.1 Base Facilitation Fee (20%)

For **Successful Enrolments**, JEWELS will pay the Partner a **facilitation fee of 20%** of the **Course Fee (Net of Taxes), Monthly**.

6.2 Additional Target-Linked Bonus (5% Quarterly)

JEWELS will also pay an **additional 5% target-linked bonus**, **paid quarterly**, tied to **Qualifying Revenue** generated by the Partner.

6.2.1 **Target Rule:** The quarterly target (e.g., amount of Qualifying Revenue) and the measurement window is outlined below:
The slabs for quarterly targets are as under; they are based on Net Transaction Value (Course fee net of taxes generated)

- INR 1 TO INR 1,00,000 – NIL
- INR 1,00,001 TO INR 2,00,000 – 2% of Total Net Transaction Value for the Quarter
- INR 2,00,001 TO INR 4,00,000 – 4% of Total Net Transaction Value for the Quarter
- Greater than INR 4,00,001 – 5% of Total Net Transaction Value for the Quarter

These are subject to revision and notifications to that effect would be sent 15 days prior to the start of the quarter for which the changes would be applicable.

6.2.2 **Achievement Logic:** If the Partner meets the target as per JEWELS' measurement, the additional **percentage** will be applied to the Partner's **Qualifying Revenue for that quarter** (unless JEWELS specifies a different formula in the written target notice).

7) Payment Terms

7.1 **Payment Timing:**

- **Base facilitation fee (20%)** will be processed **monthly**
- **Target bonus (5%)** will be processed **quarterly (if payable)**,

7.2 **Payment Window:** JEWELS will pay payable Base Facilitation Fee amounts within **[15] days** after month-end and Target bonus fee amounts within [30] days after quarter-end, subject to reconciliation and adjustment for refunds/cancellations.

7.3 **Mode:** Payment will be made via **bank transfer** to the Partner's provided bank account details.

7.4 **Minimum Threshold (optional):** JEWELS may set a minimum payable amount (e.g., INR **[5000]**) before processing a payout.

8) Refunds, Chargebacks, Cancellations & Clawback

8.1 If a learner's enrollment is cancelled, refunded, reversed, or otherwise fails to result in net revenue to JEWELS, then the commission attributable to such enrollment will be **reversed/adjusted**.

8.2 If commission has already been paid, JEWELS may deduct the reversal amount from the next payout or require refund from the Partner.

9) Taxes and Statutory Compliance

9.1 **Partner Taxes:** Any tax obligations of the Partner (including GST and invoicing requirements) shall be fulfilled by the Partner.

9.2 **Withholding Taxes (TDS):** JEWELS may withhold applicable taxes (e.g., TDS) as required by law.

9.3 **Invoices:** Where applicable, JEWELS may require the Partner to submit an invoice for commission amounts. Requirements will be communicated in the partner dashboard/email.

10) Term & Termination

10.1 **Term:** This Agreement begins on the Effective Date and continues until terminated.
10.2 **Termination for Convenience:** Either Party may terminate by giving **[30] days** written notice.
10.3 **Termination for Cause:** JEWELS may terminate immediately if the Partner:

- violates this Agreement,
- misrepresents information or engages in fraud,
- uses unauthorized tracking methods,
- engages in unethical/illegal marketing (including spamming),
- violates intellectual property or brand usage rules, or
- breaches data privacy obligations.

10.4 **Effect of Termination:**

- You will stop using the referral links/tracking codes immediately upon termination.
- Earnings for enrolments already attributed prior to termination (and not reversed due to refunds) will be paid as per Section 7, subject to reconciliation.

11) Relationship; No Employment

11.1 Nothing in this Agreement creates employment, partnership, joint venture, agency, or franchise between the Parties.
11.2 You act as an independent promoter/contractor and are responsible for your own costs (marketing, tooling, staff, etc.).

12) Conduct, Restrictions & Brand Guidelines

12.1 **Authorized Use Only:** You may use JEWELS trademarks, logos, and course images only as provided by JEWELS and in accordance with brand guidelines.
12.2 **No Misleading Claims:** You will not claim course certifications or outcomes that are not explicitly promised by JEWELS.
12.3 **No Unauthorized Resale/Discounting:** You must not change pricing, offer unauthorized discounts/coupons, or run campaigns that bypass JEWELS systems.
12.4 **Prohibited Activities:** Includes but not limited to:

- paid ads bidding on JEWELS/GJSCI/YGROO trademark keywords unless permitted by JEWELS,
- scraping leads without consent,
- spamming or automated bulk messaging,
- defamatory or harmful content.

13) Confidentiality

13.1 You agree to keep confidential any non-public information received from JEWELS including pricing strategy, leads, partner performance metrics, targets, dashboard data, and operational documents.
13.2 This obligation survives termination for **[2] years** (or as required by law).

14) Data Protection & Privacy

14.1 You will comply with applicable data protection laws in your jurisdiction (including consent requirements).
14.2 You will not request, collect, or process learner personal data except as necessary for promotion and only in a lawful manner.
14.3 Learner data processing by JEWELS is governed by JEWELS privacy policy. Partner shall not access JEWELS systems beyond what is provided.

15) Intellectual Property

15.1 YGROO & GJSCI own all intellectual property in the Program materials, course content, website, platform, and resources.
15.2 Any feedback provided by Partner may be used by JEWELS without restriction, unless prohibited by law.

16) Liability & Indemnity

16.1 **No Indirect Liability:** To the maximum extent permitted by law, neither Party will be liable for indirect, incidental, special, or consequential damages.
16.2 **Partner Indemnity:** You agree to indemnify and hold JEWELS harmless from claims arising out of your unauthorized marketing, breach of law, or violation of this Agreement.
16.3 **JEWELS Limitation:** JEWELS will not be responsible for issues due to internet connectivity, payment gateway failures, or learner actions not under Partner control.

17) Dispute Resolution & Governing Law

17.1 This Agreement is governed by laws of **India**.
17.2 **Jurisdiction:** Courts/tribunals at **Mumbai** shall have exclusive jurisdiction.

18) Entire Agreement; Amendments
18.1 This Agreement and its Terms & Conditions constitute the entire agreement between the Parties regarding the Program.
18.2 JEWELS may update Program terms (including targets, eligible courses, and commission mechanics) by notifying the Partner through email/dashboard. Continued participation constitutes acceptance of updates.

19) Notices
Notices must be sent to JEWELS at **gjsci@ygroo.org** and to the Partner at the email/address provided during application.

20) Signatures (Online)
By selecting **"I Agree"**, the Partner agrees to be bound by this Agreement.