



The DataTrained Guarantee PG Program in Full Stack Development Engineering

Welcome to DataTrained's PG Program in Full Stack Development Engineering (the "Career Transition Track"). We are committed to your success and will support you fully in the transition into a Full Stack Development career. We back our commitment with the DataTrained Full Stack Development Career Track Guarantee (the "DataTrained Guarantee"): Subject to the Terms below, we will refund 100% of your paid tuition fee excluding taxes if you are not offered a Qualifying Position (as defined in the Terms) within 6 months of receiving the certificate of completion.

A career transition involves focused consistent effort. We put in this effort to help you make that transition and ask for an equal commitment from you. Specifically, you shall satisfy the requirements below in order to be eligible for the DataTrained Guarantee. If these requirements are not satisfied, you may still participate in the program and receive all of the advantages of career support, but you will not be eligible for the tuition fee Refund.

Terms:

The following terms and conditions (the "Terms") apply to the DataTrained Guarantee:
Eligibility Requirements

- You must be 18 years or older.
- You must hold a Bachelor's Degree from an accredited institution. Most employers still require a Bachelor's degree in addition to the Full Stack Development skills and experience you will gain during the Career Transition Track.
- You must be proficient in spoken and written English and Aptitude, as determined by initial interactions with the DataTrained Admissions team.
- You must be eligible to legally work in India for at least 1 year following graduation from the program.
- You must be able to pass any background checks associated with the jobs that you apply for. Without limiting the foregoing, if you fail to obtain a job offer directly or partially due to your failure to pass a background check associated with the job offer, you will not be eligible for the tuition refund.

Loan Cancellation Policy

If you have taken a loan from any of our Lending Partners, you must pay the Loan Instalments as per your EMI schedule as discussed with the lending company. If you default on your loan, DataTrained can stop your access to the LMS content and the Live Sessions. In case you cancel a loan in the future, you will need to pay DataTrained the following amount:

1. The Interest Part of the Loan. DataTrained bears the Interest part of your loan. Upon cancellation of your loan, you will need to pay the accrued loan part to DataTrained.
2. You will also need to pay your fee for the total months you have been with DataTrained.
3. Loan Cancellation charge of 5K.

Let's take an example to explain this:

Let's say you have taken a loan of Rs. 1 Lac for a course of duration of 10 Months with 36 months of EMI tenure and have studied for 4 Months.

Your total fee for the period you have studied (4 months) would be Rs. $10,000 \times 4$, that comes to 40,000.

You must have paid 4 EMIs to the bank against your loan.

Now, let's say your monthly Loan EMI is Rs. 3,000 so, you must have paid a total Rs. $3,000 \times 4$, that comes to 12,000.

So, you will be liable to pay, Total Fee Accrued (40,000) + Interest Amount Accrued so far (As per lending partners records) + Loan Cancellation Charge (5,000) - Total Loan EMIs amount paid (12,000)

Application Conduct :

Definitions

A "Qualifying Position" is defined as any role in the Software Development Engineering and Software QA Test Engineering field as

- A salaried employee or waged employee working an average of at least 30 hours a week;
- A full-time contractor for 3 months or longer; or
- An intern in a paid internship used to evaluate a candidate for a full-time salaried role. Please note that while the specialization tracks offered within the Career Transition Track prepare you for a career in a specialized field, we cannot guarantee that your first Software Development Engineering position will be in that field. The "Metropolitan Areas" in which the DataTrained Guarantee applies are: Bangalore, Hyderabad, Pune, Mumbai, Delhi-NCR, Chennai and Kochi

Commitment to the Program and Your Own Success:

We require that you fully commit to your job search and take our recommendations seriously. As a graduate of the Career Transition Track, we expect you to be an active participant in your own success and put significant effort into your own growth and your job search.

Therefore, for the DataTrained Guarantee to be applicable:

You must have completed all the mandatory requirements for graduation, including:

- You must complete 100% of the core curriculum within 6 months of your cohort start date, not including any break granted to you by DataTrained

- You must meet or exceed expectations on all projects (as per the given rubrics) and approved by the mentor. You are welcome to submit improved versions based on your mentor's feedback until you meet expectations.
- You must have attended at least 80% of the live class and have secured at least an average of 80% cumulative marks in the assessments.
- You must have completed and passed all career development tasks either
 - listed in the curriculum in the order they appear in the curriculum, or
 - personally, assigned to you by DataTrained's mentors
- The 6-month guarantee period starts on the day you are approved for completion, after having completed the above mandatory requirements. During this period:
 - You must be active in your job search and apply for a minimum of 4 Qualifying Positions in the Metropolitan Areas per week, in accordance with the best practices prescribed by DataTrained's career coaches.
 - We also encourage you to reach out to a minimum of 3 high-quality networking contacts per week
- You should take guidance from your mentor and the Career Services team, and follow their recommendations for job types that are a good fit for you. You should be applying for roles that are suited to your level of experience and areas of expertise, and maintain realistic expectations about what kind of the first job in Software Development Engineering is right for you
- You must provide the DataTrained Career Services team with a weekly summary of job-related activity and provide further information on request. Knowing your progress and areas of struggle are crucial for us to help you in the best way possible
- You must respond to placement related communications from DataTrained within 24 hours
- DataTrained Placement Team will provide you 3 chances to crack an interview from our own sources.
- You must always act with reasonable and good faith efforts to obtain a Qualifying Position

How This Guarantee Applies to You

Without limiting the foregoing, situations that void this guarantee include, but are not limited to:

- You turn down a job offer for a Qualifying Position
- You decide not to conduct a job search
- You decide to search for a role that does not meet the Qualifying Position criteria above, or is outside of the Software Engineering field/industry
- You accept a role that does not meet the Qualifying Position criteria above or is outside of the Software Engineering field/industry before the 6-month guarantee period is over
- You do not put sufficient and consistent effort into your job search, as outlined above
- You do not want to or are unable to live and work in one of the metropolitan areas

- You do not communicate with DataTrained Career Services consistently throughout your search, including notifying us of any offers you have received
- You lose your work authorization or do not have sufficient work authorization that meets the requirements above during your search, even if you did expect to have authorization or did at one time have appropriate work authorization during your Career Transition Track program
- You become physically or mentally unable to conduct an effective job search as outlined above during the Career Transition Track or guarantee period
- You do not apply for Qualifying Positions in the Metropolitan areas as required above throughout the 6-month placement period
- You do not follow through with the interview process for Qualifying Positions in a timely and professional manner, including but not limited to not participating as expected by the employer in the interview process by providing responses to employer communications, showing up on time for interviews and providing documents or follow up as expected by employers
- If you are a student in a degree-bearing program outside of DataTrained, and your graduation from that program is delayed more than one month beyond your completion of the Career Transition Track.
- You do not apply for jobs that are suitable for your background or experience as discussed in your calls with DataTrained's Career Services team.
- You left the course in-between or you have taken a break from the course and rejoined it or have changed the batch.
- There have been two or more than two instances wherein you didn't pay your fee instalments within the due date.
- You are not supposed to put a negative remark on any social media website or any other public forum within the complete term which starts from your enrolment to the course and ends 6 months after your successful course completion.

Certification for Reimbursement:

If you believe you qualify for reimbursement, you must provide a written and signed certification that you have met all of the Terms, and have not been offered any Qualifying Positions, within one calendar month after the 6-month placement period.

General:

This DataTrained Guarantee and Terms, along with the DataTrained Terms of Service, set forth the entire understanding between you and DataTrained with regard to the subject matter herein. Any provision of these Terms that is unenforceable shall not impact the enforceability of any other provision. DataTrained shall have the sole discretion to determine whether the Terms have been satisfied and whether you are eligible for a refund of your tuition.

Please note that even if you don't qualify for a fee refund, you're still eligible for the placement assistance and career support.

These Terms or any Program specific terms shared with you, shall be governed by, construed and enforced in accordance with the laws of India, as it is applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any legal lawsuit or other action brought by DataTrained, you or any third party to enforce these Terms or any Program specific terms shared with you, or in connection with any matters related to the Platform or Programs, shall be subject only to the jurisdiction of the courts of Noida, Gautam Buddha Nagar. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the Terms or any Program specific terms shared with you, including any question regarding its existence, validity or termination, shall be referred to arbitration under the Arbitration & Conciliation Act, 1956, as amended ("Act") before a sole arbitrator to be mutually appointed by the disputing parties, failing which, the sole arbitrator shall be appointed in the manner provided in the Act. The proceedings shall be conducted in English and the seat for arbitration shall be Noida, Gautam Buddha Nagar.