

# TERMS OF USE

## NexTrack Consulting Private Limited

Effective Date: 12<sup>th</sup> March 2026

Last Updated: 12<sup>th</sup> March 2026

These Terms of Use apply to all users of [www.nextrackconsulting.com](http://www.nextrackconsulting.com), including: (a) Individual Users – students, parents, and guardians engaging NexTrack for personal educational consulting; (b) Corporate Users – companies, LLPs, institutions, and other entities accessing NexTrack’s services through the Employee Benefit Programme under a Management Consultancy Agreement; and (c) all general Website Visitors. Where terms differ by user type, this is expressly stated.

### 1. Introduction and Acceptance of Terms

Welcome to NexTrack Consulting (“NexTrack,” “we,” “us,” or “our”). These Terms of Use (“Terms”) govern your access to and use of our website “[www.nextrackconsulting.com](http://www.nextrackconsulting.com)” (“Website”) and all related services (collectively, “Services”).

By accessing or using our Website and Services – whether as an individual, on behalf of a corporate entity, or as an employee accessing the Employee Benefit Programme – you agree to be bound by these Terms. If you do not agree, please do not use our Website or Services.

These Terms constitute a legally binding agreement under applicable Indian law, including the Information Technology Act, 2000 (“IT Act”), the Digital Personal Data Protection Act, 2023 (“DPDPA”), and the Indian Contract Act, 1872. For users accessing our Website from the EU or EEA, additional provisions under the GDPR 2016/679 apply as described in our Privacy Policy.

### 2. About NexTrack Consulting

NexTrack Consulting is an education consulting company incorporated and operating in India, with its headquarter at: WeWork, HQ 27, 6th Floor, Sushant Lok Phase I, Sector 27, Gurugram, Haryana - 122009, India.

### 3. Who These Terms Apply To

These Terms apply to the following categories of users. The specific service relationship for each user type is governed by the agreement relevant to them:

User Type	Who They Are	Primary Agreement
Individual Client	Students, parents, and legal guardians engaging NexTrack for personal educational consulting	Client Engagement Agreement – digitally accepted via the NexTrack client portal

Corporate Client	Companies, LLPs, institutions, and other entities engaging NexTrack to provide the Employee Benefit Programme to their workforce	Management Consultancy Agreement – digitally accepted via the NexTrack corporate portal
Eligible Employee / Beneficiary	Employees of a Corporate Client and their family members accessing Services through the Employee Benefit Programme	Schedule B – Employee Terms of Access (within the Management Consultancy Agreement)
Website Visitor	Any person browsing <a href="http://www.nextrackconsulting.com">www.nextrackconsulting.com</a> without a formal engagement	These Terms of Use (Website access only)

Where a specific agreement has been digitally accepted, its terms govern the services relationship. These Terms continue to govern Website access for all users. In the event of any conflict between these Terms and a specific engagement agreement, the engagement agreement shall prevail in respect of the Services.

**4. Eligibility**

**4.1. Individual Users**

By using this Website or engaging our Services as an individual, you represent and warrant that:

- i. You are at least 13 years of age. Individuals under 18 must have a parent or legal guardian accept the applicable agreement on their behalf, in accordance with our Client Engagement Agreement and the DPDP Rules, 2025;
- ii. You are not barred from receiving services under any applicable law;
- iii. You are using the Website for lawful purposes only;
- iv. If you are a parent or guardian acting for a minor, you accept full responsibility for that minor’s use of the Website and Services.

**4.2. Corporate Users**

By accepting a Management Consultancy Agreement on behalf of a corporate entity, the Authorised Signatory represents and warrants that:

- i. They are 18 years of age or older and are duly authorised to bind the entity contractually;
- ii. The entity is validly incorporated or constituted under applicable law;
- iii. All internal approvals necessary to enter the Agreement have been obtained;
- iv. They accept these Terms on behalf of the entity, which shall be fully bound by them.

**4.3. Eligible Employees and Beneficiaries**

Eligible Employees and Beneficiaries access Services as a benefit provided by their employer. By accessing Services, they confirm they have read and accepted the Employee Terms of Access (Schedule B of the Management Consultancy Agreement) and are using the Services for lawful educational purposes only.

## **5. Services Offered**

### **5.1. For Individual Clients**

- i. Undergraduate Admissions Counseling – for students;
- ii. Student-Athlete College Counseling – specialised guidance for student-athletes;
- iii. Mentoring Program – for students in Grades 6-8;
- iv. Psychometric Testing and Counseling;
- v. Boarding School Admissions and Sports Academy Admissions.

### **5.2. For Corporate Clients – Employee Benefit Programme**

- i. Educational consulting services for Eligible Employees' children, covering admissions counseling, student-athlete guidance, mentoring, and psychometric testing;
- ii. A designated Corporate Account Manager for the employer's HR or Benefits team;
- iii. Anonymised and aggregated programme utilisation reporting;
- iv. Annual programme review meetings;
- v. Any other services specified in the applicable Service Package Confirmation.

### **5.3. All Services by Engagement Only**

All Services are delivered pursuant to a digitally accepted engagement agreement. The Website serves as an informational and inquiry platform only. Actual scope, fees, and delivery terms are governed by the relevant agreement specific to each client.

## **6. Digital Acceptance of Service Agreements**

Both the Client Engagement Agreement (for individual clients) and the Management Consultancy Agreement (for corporate clients) are executed entirely through digital acceptance on the NexTrack portal. No physical or handwritten signature is required.

By clicking **"I Accept"** or **"I Agree"** on the relevant portal:

- i. Individual users confirm they have read, understood, and agreed to the Client Engagement Agreement on behalf of themselves and the Student;
- ii. Corporate Authorised Signatories confirm they have authority to bind their entity and that the entity is legally bound by the Management Consultancy Agreement.

Digital acceptance constitutes a valid, binding, and enforceable contract under Section 10A of the IT Act, 2000 and the Indian Contract Act, 1872. NexTrack records the date, time, IP address, email, and version of each digital acceptance as the execution record.

## **7. Intellectual Property Rights**

All content on this Website – including text, graphics, logos, images, blog articles, programme frameworks, and data compilations – is the exclusive property of NexTrack Consulting or its content suppliers and is protected under the Copyright Act, 1957 (India), the Trade Marks Act, 1999 (India), and applicable international intellectual property conventions.

You may access the Website for personal or internal business informational purposes only. You must not:

- i. Reproduce, duplicate, sell, or commercially exploit any portion of the Website without prior written permission;
- ii. Modify, adapt, reverse-engineer, or create derivative works from any Website content;
- iii. Remove or alter any copyright, trademark, or proprietary notice;
- iv. Use NexTrack's name, logo, or brand for any commercial purpose without prior written consent.

Corporate Users additionally agree not to share, sublicense, or replicate NexTrack's proprietary programme design, methodologies, reporting formats, or frameworks with any third party, including other service providers or competitors.

## **8. User Conduct and Prohibited Activities**

All users agree to use the Website in compliance with all applicable laws, including the IT Act, 2000. You must not:

- i. Transmit unsolicited commercial communications or spam;
- ii. Engage in hacking, phishing, data scraping, or any form of cyber attack;
- iii. Upload or transmit any virus, malware, or harmful code;
- iv. Attempt to gain unauthorised access to any part of our systems or networks;
- v. Impersonate any person or entity or misrepresent your authority;
- vi. Post or transmit content that is defamatory, obscene, or unlawful;
- vii. Use the Website in a manner that may damage, disable, or overburden our servers;
- viii. Harvest or collect personal information about other users without their consent.

Corporate Users additionally must not:

- i. Request individual-level data about any Eligible Employee's or Beneficiary's counselling sessions, essay content, academic strategy, or psychometric results from NexTrack;
- ii. Use the Employee Benefit Programme to monitor or evaluate employees' personal academic decisions or those of their children;
- iii. Share NexTrack's proprietary programme design or methodologies with third parties without NexTrack's prior written consent.

Any violation may result in immediate termination of access and may expose the user to civil and/or criminal liability under the IT Act, 2000 and the Bharatiya Nyaya Sanhita, 2023.

## **9. No Guarantee of Admission**

NexTrack Consulting cannot and does not guarantee admission to any college, university, athletic programme, boarding school, or educational institution. This applies to all users – individual clients, Corporate Clients, Eligible Employees, and their Beneficiaries alike.

NexTrack provides advisory and consulting services only. Admission decisions are made independently by the institutions concerned and are wholly beyond NexTrack's control. Factors affecting outcomes include, without limitation: the student's academic and athletic profile relative to other applicants; institutional enrolment targets; roster needs and coaching staff preferences; financial aid availability; NCAA/NAIA eligibility rulings; and geopolitical conditions or Force Majeure Events.

NexTrack is not commercially affiliated with, financially linked to, or in any referral arrangement with any college, university, athletic programme, boarding school, or sports academy. NexTrack does not receive any commission or referral fee from any educational institution.

All fees paid to NexTrack are for the delivery of Services, not for guaranteed outcomes, and are non-refundable except as expressly specified in the applicable engagement agreement.

## **10. Disclaimer of Warranties**

The Website and Services are provided on an "as is" and "as available" basis. NexTrack makes no representations or warranties of any kind, express or implied, including:

- i. Warranties of merchantability, fitness for a particular purpose, or non-infringement;
- ii. That the Website will be uninterrupted, error-free, or free of harmful components;
- iii. That information on the Website is accurate, complete, or current;
- iv. Guarantees of admission outcomes for any individual, Eligible Employee, or Beneficiary.

Nothing in these Terms excludes statutory rights you may have as a consumer under the Consumer Protection Act, 2019 (India) or applicable EU consumer protection law.

## **11. Limitation of Liability**

Please read this clause carefully. It significantly limits NexTrack's liability to all users – individual and corporate.

### **11.1. Individual Users**

NexTrack's total aggregate liability to an individual user shall not exceed the total fees paid by that user in the three months preceding the claim. NexTrack shall not be liable for any indirect, consequential, or punitive loss, including loss of anticipated admission or scholarship opportunity, psychological distress, or reputational harm.

### **11.2. Corporate Users**

NexTrack's total aggregate liability to a Corporate Client shall not exceed the total fees actually paid by that Corporate Client in the 12 months immediately preceding the event giving rise to

the claim. NexTrack shall not be liable for loss of business, revenue, or profit of the Corporate Client, or for any loss arising from unutilised employee benefit slots.

### **11.3. No Personal Liability of Directors and Employees**

No individual director, officer, employee, mentor, consultant, or agent of NexTrack Consulting Pvt. Ltd. bears any personal liability to any user arising from or in connection with these Terms, the Website, or the Services. All claims must be brought against NexTrack Consulting Private Limited as a corporate entity.

### **11.4. Carve-Outs**

Nothing in this Clause limits or excludes liability for fraud, fraudulent misrepresentation, death or personal injury caused by gross negligence, or any other liability that cannot lawfully be excluded under applicable Indian law.

## **12. Links to Third-Party Websites**

Our Website may contain links to third-party websites including social media platforms (YouTube, Facebook, LinkedIn, WhatsApp) and external forms (Google Forms). These links are provided for convenience only and do not constitute an endorsement by NexTrack. We have no control over the content or practices of any third-party website and accept no responsibility for them.

## **13. User-Generated Content**

If you submit testimonials, feedback, inquiries, or other content to NexTrack (“**User Content**”), you grant NexTrack a non-exclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, and publish such User Content for our marketing and business purposes, subject to the following:

- i. Individual client testimonials will only be displayed with your express prior written or digital consent;
- ii. Corporate Client references (e.g., naming the company as an employee benefit partner) will only be published with the Corporate Client’s express prior written consent;
- iii. Individual Eligible Employee or Beneficiary details will never be referenced in marketing without that individual’s own separate consent;
- iv. Consent to use testimonials is not a condition of receiving the Services.

## **14. Blog and Informational Content**

Blog posts and articles published on our Website are for general informational and educational purposes only. They do not constitute professional counseling, legal, psychological, financial, or HR advice. NexTrack shall not be responsible for any action taken in reliance on blog content by any individual or corporate user.

## **15. Governing Law and Dispute Resolution**

### **15.1. Governing Law**

These Terms are governed by the laws of India, including the IT Act, 2000, the DPDPA, 2023, the Indian Contract Act, 1872, and the Consumer Protection Act, 2019.

### **15.2. Jurisdiction**

Subject to the arbitration clause below, the courts of Gurugram, Haryana, India shall have exclusive jurisdiction over any dispute arising under these Terms.

### **15.3. Arbitration**

Any dispute, controversy, or claim arising out of or relating to these Terms shall be settled by binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended), before a sole arbitrator mutually agreed upon by the parties. The seat of arbitration shall be Gurugram, Haryana. The language shall be English. The award shall be final and binding.

### **15.4. B2B Disputes**

For disputes between NexTrack and a Corporate Client, the parties shall first attempt resolution through senior-level good faith negotiation within 30 days of written notice, before initiating arbitration.

### **15.5. EU/EEA Users**

If you are an EU/EEA consumer, nothing in this clause affects your right to bring proceedings in your local courts or your statutory rights under applicable EU consumer protection laws.

## **16. Modifications to These Terms**

NexTrack reserves the right to modify these Terms at any time. Changes take effect upon posting to the Website with an updated "Last Updated" date. For material changes, we will notify users via email or a prominent Website notice. Your continued use of the Website constitutes acceptance of the revised Terms.

Modifications to these Terms do not retroactively alter the terms of any Client Engagement Agreement or Management Consultancy Agreement already digitally accepted, unless the client separately confirms acceptance of the revised terms.

## **17. Termination of Website Access**

NexTrack reserves the right to terminate or suspend any user's access to the Website at our sole discretion, without notice, for conduct that violates these Terms, is harmful to other users or third parties, or for any other lawful reason. Termination of Website access does not automatically terminate any subsisting engagement agreement, which is governed by its own termination provisions.

## **18. Grievance Officer**

In accordance with the IT Act, 2000 and the IT (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, the following person is designated as Grievance Officer for all users – individual and corporate:

Name: Mr. Abhinav Nath

Email: [abhinav@nextrackconsulting.com](mailto:abhinav@nextrackconsulting.com)

Address: WeWork, HQ 27, 6th Floor, Sushant Lok Phase I, Sector 27, Gurugram, Haryana – 122009

Grievances will be acknowledged within 24 hours and resolved within 15 days of receipt.

## **19. Severability and Waiver**

If any provision of these Terms is found invalid or unenforceable, it shall be modified to the minimum necessary extent, and the remaining provisions continue in full force. Our failure to enforce any right is not a waiver of that right. A waiver of one breach does not waive subsequent breaches.

## **20. Entire Agreement**

For individual users, these Terms, together with the Client Engagement Agreement and our Privacy Policy, constitute the entire agreement governing Website access and Services. For corporate users, these Terms, together with the Management Consultancy Agreement and our Privacy Policy, constitute the entire agreement. In the event of any conflict between these Terms and a specific engagement agreement, the engagement agreement shall prevail in respect of the Services.

## **21. Contact Us**

For questions about these Terms, please contact:

Individual / General Enquiries: [jayan@nextrackconsulting.com](mailto:jayan@nextrackconsulting.com)

Corporate / B2B Enquiries: [accounts@nextrackconsulting.com](mailto:accounts@nextrackconsulting.com)

Phone: +91 9958626082

Website: [www.nextrackconsulting.com](http://www.nextrackconsulting.com)

Delhi NCR Office: WeWork, HQ 27, 6th Floor, Sushant Lok Phase I, Sector 27, Gurugram, Haryana – 122009, India

Mumbai Office: WeWork, Express Towers, Marine Drive, Nariman Point, Mumbai, Maharashtra – 400021, India