

BLACKI MBA TERMS AND CONDITIONS OF ENGAGEMENT

PREAMBLE

THIS AGREEMENT, made and entered into as of the date of enrollment, is between BLACKI Educational Services (hereinafter referred to as the "COMPANY") and the enrolled student (hereinafter referred to as the "PARTICIPANT").

ARTICLE I: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"Program" shall mean the BLACKI MBA 2026 Coaching Program designed to facilitate MBA entrance preparation and college application support.

"Targeted Colleges" shall collectively refer to the thirteen (13) specified management institutions shall be 1) Indian Institute of Management, Ahmedabad (IIM A), 2) Indian Institute of Management, Bangalore (IIM B), 3) Indian Institute of Management, Calcutta (IIM C), 4) Indian Institute of Management, Lucknow (IIM L), 5) Indian Institute of Management, Indore (IIM I), 6) Indian Institute of Management, Kozhikode (IIM K), 7) Faculty of Management Studies, Delhi (FMS Delhi), 8) S.P. Jain Institute of Management & Research, Mumbai (SPJIMR Mumbai), 9) Tata Institute of Social Sciences, Mumbai (TISS Mumbai), 10) Indian School of Business, Hyderabad (ISB Hyderabad), 11) Xavier School of Management, Jamshedpur (XLRI Jamshedpur), 12) Xavier School of Management, NCR (XLRI NCR), 13) Jamnalal Bajaj Institute of Management Studies, Mumbai (JBIMS Mumbai).

c) "Fees" shall denote the total monetary consideration paid by the PARTICIPANT for program enrolment exclusive of applicable taxes.

ARTICLE II: PROGRAM ENROLLMENT AND ELIGIBILITY

2.1 Enrolment Criteria The PARTICIPANT warrants and represents that:

- a) They are legally eligible to pursue management education.
- b) They satisfy the academic prerequisites as specified in the Targeted Colleges selection matrix.
- c) All submitted documentation is accurate, complete, and verifiable.
- d) They meet the cut-off for the Program as specified by the COMPANY.
- e) They appear for an entrance test conducted by the COMPANY and successfully meet the cut-off, as set by the COMPANY. The PARTICIPANT shall mandatorily complete the entrance test within fourteen (14) days of program admission failing which their batch shall be transferred and the COMPANY shall not be liable to refund the Fees.
- f) They apply to and appear for the applicable entrance exam of all Targeted Colleges.

2.2 Application Obligations The PARTICIPANT is contractually bound to:

- a) Submit applications to at least 10 of the Targeted Colleges.

- b) Provide documentary evidence of such submissions.
- c) Maintain full compliance with each institution's specific application requirements.

ARTICLE III: PROGRAM PARTICIPATION REQUIREMENTS

3.1 Attendance Mandate The PARTICIPANT shall:

- a) Maintain a minimum of eighty-five percent (85%) class attendance including online and offline courses by the COMPANY.
- b) Submit to multiple verification methodologies, including but not limited to: - Biometric authentication, Digital tracking, Periodic physical verification.

3.2 Comprehensive Testing Requirement The PARTICIPANT is obligated to:

- a) Complete Eighty-Five percent (85%) of: - Mock Tests (CDCs), Topic Tests, Sectional Tests
- b) Adhere to the prescribed testing protocols by the COMPANY

ARTICLE V: MONEY-BACK GUARANTEE PROVISIONS

5.1 Refund Eligibility The COMPANY shall refund hundred percent (100%) of the Fees (exclusive of GST (amount based on the program fee) and also the study material charges (₹11,000)) contingent upon:

- a) No interview call received from Targeted Colleges
- b) Full compliance with all program participation requirements as mentioned in ARTICLE III and ARTICLE IV.
- c) Submission of a formal written claim within thirty (30) days of the last Interview Call from any of the Targeted Colleges.

5.2 Absolute Exclusions The money-back guarantee shall be immediately void in the event of: a) Material breach of any program condition

- b) Submission of fraudulent documentation
- c) Violation of test integrity protocols
- d) Failure to meet prescribed performance thresholds

ARTICLE VI: TECHNOLOGICAL VERIFICATION

6.1 Fraud Prevention Mechanisms The COMPANY shall employ technological fraud prevention methods and the PARTICIPATION acknowledges and agrees to give consent to be subject to the same.

- a) Advanced proctoring technologies

- b) Artificial Intelligence-driven authentication
- c) Blockchain-enabled integrity tracking

ARTICLE VII: PROGRAM MODIFICATIONS

7.1. The Company reserves absolute and unqualified rights to

- a) Modify agreement terms and conditions of the Program
- b) Revise Program policies and curriculum
- c) Introduce or delete provisions of the Program.

ARTICLE VIII: LIABILITY AND DISCLAIMERS

8.1 Limitation of Liability

- a) The COMPANY's total liability is strictly limited to the refund provisions herein
- b) No consequential or indirect damages shall be recoverable
- c) The guarantee extends solely to interview calls, not final admission

ARTICLE IX: DISPUTE RESOLUTION

9.1 **Jurisdictional Clause** Any disputes arising shall be subject to New Delhi jurisdiction exclusively.

ARTICLE X: INTELLECTUAL PROPERTY RIGHTS

10.1 The COMPANY retains all intellectual property rights to the program materials, including but not limited to study materials, mock tests, lectures, and digital resources. Unauthorized reproduction, distribution, or sharing of these materials by the PARTICIPANT is strictly prohibited and may lead to legal action.

ARTICLE XI: CODE OF CONDUCT AND ETHICS

11.1 The PARTICIPANT is expected to maintain academic integrity and professionalism throughout the program. Acts of misconduct, including but not limited to cheating, plagiarism, disruption of classes, or misuse of program resources, may result in immediate termination of enrolment without refund.

ARTICLE XII: TERMINATION AND WITHDRAWAL POLICY

12.1 **Withdrawal** The PARTICIPANT may withdraw from the program by submitting a written request. Refunds, if any, shall be governed strictly by the COMPANY's refund policy.

12.2 **Termination** The COMPANY reserves the right to terminate the PARTICIPANT's enrolment for any breach of the Agreement including but not limited to being found guilty of actions by the COMPANY in pursuance of clause 6.1 and for non-compliance with the program requirements. No refund shall be applicable in the event of the termination by the COMPANY.

ARTICLE XIII: FORCE MAJEURE

13.1 The COMPANY shall not be held liable for failure to fulfil its obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, government actions, or technological failures.

ARTICLE XIV: MISCELLANEOUS PROVISIONS

14.1 **Modification** a) The COMPANY reserves the right to modify terms with prospective effect b) Continued participation constitutes acceptance of modified terms.

14.2 **Severability** Should any provision be deemed invalid; the remaining provisions shall continue in full force and effect.

DECLARATION OF UNDERSTANDING THE PARTICIPANT, by signing or electronically accepting these terms, explicitly acknowledges:

1. Complete understanding of all contractual obligations
2. Voluntary acceptance of all specified terms
3. Irrevocable consent to the program's comprehensive protocols

ANNEXURE A: DETAILED PERFORMANCE MATRICES

[GS1]Enter full forms

ANNEXURE A:

Selection Criteria for the BLACKI Batch:

Phase I:

- ✓ Cutoff for Phase I: (10th % / 12th % / Graduation %)
 - General, Engineer, Male - 90/90/80
 - General, Non-Engineer, Male - 90/90/70
 - General, Non-Engineer, Female – 85/85/65
 - General, Engineer, Female – 85/85/70
 - OBC (NC) & EWS (Male) – 80/80/70
 - OBC (NC) & EWS (Female) – 75/75/65
 - SC/ST/PWD (Male) – 70/70/60
 - SC/ST/PWD (Female) – 65/65/55

Phase II: BLACKI Qualifying Test (BQT)

The BLACKI Qualifying Test (BQT) will consist of 21 questions to be completed in 45 minutes.

Marking Scheme

- +3 marks for every correct answer
- –1 mark for every incorrect answer
- 0 marks for unanswered questions

Sectional Structure

The test will have three sections, each with a sectional time limit of 15 minutes:

- VARC (Verbal Ability & Reading Comprehension): 7 questions | 15 minutes
- DILR (Data Interpretation & Logical Reasoning): 7 questions | 15 minutes
- QA (Quantitative Ability): 7 questions | 15 minutes

Cut-off Criteria for Phase II (BQT):

- General (Male): 24 marks
- General (Female): 21 marks
- OBC (NC) & EWS (Male): 18 marks
- OBC (NC) & EWS (Female): 15 marks
- SC/ST/PwD (Male): 12 marks
- SC/ST/PwD (Female): 9 marks