

# Terms and Conditions

## Introduction.

These Website Standard Terms and Conditions (these “Terms” or these “Website Standard Terms and Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website; you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 15 years of age), and you must not use this Website if you are a minor.

## Intellectual Property Rights.

Other than content you own, which you may have opted to include on this Website, under these Terms, Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

## Restrictions

You are expressly and emphatically restricted from all of the following:

- publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is, or may be, damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- using this Website to engage in any advertising or marketing;
- Certain areas of this Website are restricted from access by you and [COMPANY NAME] may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

## Your Content.

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra a non-exclusive, worldwide, irrevocable, royalty-free, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Your Content must be your own and must not be infringing on any third party’s rights. Uttam Institute of Management

Studies/ Uttam Institute of Technology and Management, Agra reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

#### **No warranties**

This Website is provided "as is," with all faults, and Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

#### **Limitation of liability**

In no event shall Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

#### **Indemnification**

You hereby indemnify to the fullest extent Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

#### **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

#### **Variation of Terms**

Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

#### **Assignment**

Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

### **Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Madhya Pradesh, and you submit to the non-exclusive jurisdiction of the state and High courts located in Madhya Pradesh for the resolution of any disputes.

## **Privacy Policy**

Thank you for visiting the Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra website and reviewing our privacy policy. Our policy is simple: We collect no personal information about you unless you choose to provide that information to us. We do not give, share, sell, or transfer any personal information to a third party.

If you want to know more about how we record non-personal information about your visit or how we use information that you voluntarily submit, read on

### **Non-personal Information We Record**

If you do nothing during your visit but browse through the website, read pages, or download information, our website's operating system will automatically record some general information about your visit.

#### **During your visit, our web operating system will record:**

- The Internet domain for your Internet service, such as "xyz.com" or "xyz.net" if you use a private
- Internet access account or "yourcollege.edu" if you connect from a college or Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra domain.
- The type of browser (such as "Netscape version X" or "Internet Explorer version X") that you are using
- The type of operating system that you use (such as Macintosh, Unix, or Windows)
- The date and time you visit our site, and the web pages that you visit on our site.
- The address of the previous website you were visiting, if you linked to us from another website.
- We use this information for statistical analysis, to help us make our site more useful to visitors. This tracking system does not record information about individuals.

## **Cookies**

On certain Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra web pages, we use “cookies” to help you use our websites interactively. A cookie is a small file that a website transfers to your computer’s hard disk, usually to keep track of you while you are connected to that site.

The cookies on Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra web pages do not collect information about you, but only about your browser “session.” The cookie makes it easier for you to use the dynamic features of these web pages, without having to provide the same information again as you move from one page to another.

To protect your privacy, be sure to close your browser completely after you have finished conducting business with a website that uses cookies. If you are concerned about the potential use of information gathered from your computer by cookies, you can set your browser to prompt you before it accepts a cookie. Most Internet browsers have settings that let you identify and/or reject cookies.

## **Information from E-mail You Send to Us**

If you decide to send us an electronic mail message (e-mail), the message will usually contain your return e-mail address. If you include personally-identifying information in your e-mail because you want us to address issues specific to your situation, we may use that information in responding to your request. Also, e-mail is not necessarily secure against interception. Please send only information necessary to help us process your request.

## **Information Collected from Interactive Forms**

On some of our web pages we offer interactive forms that let you voluntarily submit personal information (such as your e-mail address, mobile number, name, or organization). This occurs when you are registering for online counseling, various tests, quizzes, seminars, workshops, or training sessions offered by Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra, downloading admission forms from Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra. In those cases, all submitted information is used only for the purposes for which it is intended and is not made available to any third party.

## **Links to Other Sites**

Our policy discloses the privacy practices for the Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra. But Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra provides links to other websites. When you leave the Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra, you will be going to sites that are beyond our control. These other sites may send their own cookies to users, collect data, or solicit personal information. The privacy policies and procedures described here for Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra do not apply to any external links. We encourage you to read the privacy policies of any site you link to from ours, especially if you share any personal information. Be informed. You are the person best qualified to protect your own privacy.

## Cancellation & Fee Refund Policy

Fees once paid are refundable as per Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra policies subject to the terms & conditions laid down hereunder but are not transferable.

- All refund requests must be submitted by the student/parents in writing addressed to the Director/ Principal, in person, by regular mail, or by email. The Director/ Principal shall acknowledge the receipt of the same. Telephone messages are NOT acceptable.
- Any refund request of any amount (full or partial) shall be entertained only if the request is made within 10 days of the deposit of fee (in full or part thereof).
- Any refund to be made (in full or partial) shall be made after deducting the processing charges of Rs. 2500 by the institute or college.
- All dues need to be paid in order for the formalities of withdrawal to be completed.
- The fee refund is solely based on the balance amount in the student's account after all applicable dues owed to the Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra are deducted. Discounts or concessions provided, may be void and may not apply upon withdrawal.
- The excess payment received through technical or other reasons will be refunded only after due verification and/or within 30 days after receipt of written complaint by the parent/student.
- The mode of refund will be electronic/ physical and will be refunded in the account from where the transaction was made.
- The parents/students need to pay the payment gateway processing/convenience charges over and above the fees/dues payable to the Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra.
- Service tax rate applicable will be as notified by the Government from time to time will also be added to the charges payable to the online payment gateway.
- The net amount refunded will be after deduction of transaction processing charges paid to the online payment gateway.
- No interest is paid on a refund of any fees/deposit.
- Student should contact Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra authorities first, regarding any excess or double payment made by them.
- The refund of any fee is subject to the refund policy prevailing at the time of seeking a refund.
- The Uttam Institute of Management Studies/ Uttam Institute of Technology and Management, Agra reserves the right to modify and amend refund policies at any time by uploading the same in the Uttam Institute, Agra website.
- All disputes are subject to the legal jurisdiction of District Agra, Uttar Pradesh, (India).