

## **TERMS AND CONDITIONS/DISCLAIMER/TERMS OF USE:**

The use of [www.studentguideline.com](http://www.studentguideline.com)("Site") is subject to the terms and conditions (hereinafter referred to as "the Terms") mentioned below. By visiting this site and availing our services you are agreeing to use the service with these terms and conditions under all applicable laws and regulations. These terms and conditions of use shall govern your use of the site [www.studentguideline.com](http://www.studentguideline.com), and all other URLs forming part thereof (hereinafter referred to as "the Sites"). The site is owned and managed by Nicole Infosoft Pvt. Ltd., a Global IT solutions provider.

Through its site, Student Guideline provides User with access to a variety of resources, including download areas, Communication services, Notice Board and Course information (collectively "Services") etc. The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms.

The Updated version of the Terms and Disclaimer can be reviewed by clicking on the "Terms of Use" and "Privacy Policy" hypertext link located at the bottom of our Website.

Student Guideline and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, services and related graphics contained on the Sites for any purpose. Similarly, we are required to depend on information available and though we ensure a regular online update of the Sites, it is possible that certain information may not be up to date at the time of reference. Using this information and/or service automatically constitutes the user's acknowledgement that he/she has read this disclaimer and accepts that he/she will be bound by the terms thereof.

Access to this web-site is a confirmation that you have read, understood and accepted the disclaimer and terms and conditions of this service. In no event shall Student Guideline and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in anyway connected with the use or performance of the Sites, with the delay or inability to use the Sites or related services, the provision of or failure to provide services, user comments and reviews or for any information, products, services and related graphics obtained through the Sites, or otherwise arising out of the use of the Sites, whether based on contract, tort, negligence, strict liability or otherwise, even if Student Guideline or any of its suppliers has been advised of the possibility of damages.

By using this site User agrees to comply with all of the terms and conditions hereof. The right to use Student Guideline is personal to User and is not transferable or assignable to any other person or entity. In order to access some features of the Website, you will have to create an account. In the said eventuality, User must complete the registration process as required, inter alia, by providing Student Guideline with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

## MODIFICATION OF THESE TERMS OF USE

Student Guideline reserves the right to change the terms, conditions, and notices under which the Sites and its services are offered, including but not limited to the charges, if any, associated with the use of the Sites and its services. You are responsible for regularly reviewing these terms and conditions by clicking on the link provided on the login page.

## USE OF SERVICES

The Services may contain email services, Notice board services like news, events, forums, communities group, personal web pages, pictures and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Notice Board Services"). User agrees to use the Notice Board Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Notice Board Services, User will not:

1. Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
2. Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
3. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
4. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
5. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
6. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Notice Board Services specifically allows such messages.

Student Guideline has no obligation to monitor the Notice Board Services. However, Student Guideline reserves the right to review materials posted to the Notice Board Services and to remove any materials in its sole discretion. Student Guideline reserves the right to terminate User's access to any or all of the Notice Board Services at any time, without notice, for any reason whatsoever. Student Guideline reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Student Guideline's sole discretion. However Student Guideline will not be responsible for any loss of business or brand name of the college or university due to user comments and reviews as they are user views and not of the website.

#### PERSONAL AND NON-COMMERCIAL USE LIMITATION

You shall use the Sites and its services in good faith and for the essential purposes for which the Sites and its services are intended. Unless otherwise specified, the Sites are for your personal and non-commercial use. You will not modify or copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Sites.

#### NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Sites, you warrant to Student Guideline that you will not use the Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

#### MATERIALS PROVIDED TO STUDENT GUIDELINE OR POSTED ON THE SITES

Student Guideline does not claim ownership of the materials you provide to Student Guideline (including registration data, feedback and suggestions) or post, upload, input or submit

to any of the Sites or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Student Guideline permission to use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

Student Guideline has the sole and exclusive right to use, transfer or otherwise deal with compiled user aggregated data in any manner that Student Guideline deems fit.

#### DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

www.studentguideline.com compiles information on Courses, Universities, Institutes, Education Consultants and other Educational Institutions ['institutes'] like test preparation, coaching, etc. from information available in the public domain. The information available /opinions expressed on the website are collated from multiple sources. www.studentguideline.com claims no responsibility for the authenticity of the information so published. www.studentguideline.com may or may not have any fiduciary relationship with the institutes appearing on the website.

Neither Student Guideline, its affiliates, nor any third-party content providers or licensors make any warranty whatsoever, including without limitation, that the operation of the site will be uninterrupted or error-free; that defects will be corrected; that this site, including the server that makes it available, is free from viruses or other harmful components; as to the results that may be obtained from the use of the content or other materials on the site; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement or operation of any content, product or service provided on or accessible from the site.

Student Guideline is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that Student Guideline is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with the user.

In no event will Student Guideline, or any person or entity involved in creating, producing or distributing Student Guideline or the its software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use Student Guideline. User hereby acknowledges that the provisions of this section shall apply to all content on the site.

Student Guideline neither endorses nor takes responsibility for any products, goods or services offered by outside vendors through our services or advertised on our system. Any factual information or description – text, audio, photos, animation or video or any combination thereof, claims about facilities and infrastructure, any statistical fact, any claim of ownership or authorship, or any representation made by the university or institute or any agent thereof being published on the Site are not the responsibility of the Site. The information published on the Site (including hyperlinks) is not independently verified by the Site for its authenticity or genuineness or ownership or authorship or any other similar issues. The Universities or Institutes or Agents thereof shall be responsible for any disputes (legal or otherwise) arising out of any alleged misrepresentation or fraud or damage or intellectual property violation or legal injury as a consequence of any published information on the Site (including Hyperlinks). The users of the site must verify the site content independently for its authenticity before taking any action or decision on the basis of the site content as the site does not claim any responsibility for any misrepresentation or fraud or loss or damage or intellectual property violation or legal injury as a consequence of any published information on the Site (including Hyperlinks).

## SYSTEMS RELIABILITY AND VIRUS POLICY

Student Guideline aims to keep the site available all the time. However, Student Guideline will not be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of god, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications), hacking, intentional virus attack.

This website serves as a conduit for information. Certain documents and programs may be downloaded through this site. The owners and operators of this site are not responsible for any computer viruses, which may be, present in any of the items that you obtain from or through this site. Users are completely responsible for performing anti-virus screening and verification of all files obtained on or through this site. Currently updated anti-virus screening software is highly recommended.

## LINKS TO THIRD PARTY SITES

Student Guideline is a distributor (and not a publisher) of content supplied by third parties and Users. The Site may contain hyperlinks to other sites or resources that are provided solely for your convenience.

Student Guideline is not responsible for the availability of external sites or resources linked to the Site, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between you and any third party are strictly between you and the third party and are not the responsibility of Student Guideline. Because Student Guideline is not responsible for the availability or accuracy of these outside resources or their contents, you should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from ours. Neither Student Guideline nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through Student Guideline represents the opinions and judgments of the respective information provider, User, or other user not under contract with Student Guideline. Student Guideline neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Student Guideline by anyone other than authorized Student Guideline employee spokespersons while acting in their official capacities. Under no circumstances will Student Guideline be liable for any loss or damage caused by a User's reliance on information obtained through Student Guideline.

## INDEMNIFICATION

User agrees to indemnify, defend and hold Student Guideline, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against any and all liability, losses, damages and costs, including, without limitation, reasonable attorneys' fees, arising from your use of the site or content.

## GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of India without regard to its conflicts of law principles. You hereby consent to the exclusive jurisdiction and venue of courts in Jaipur, India in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Student Guideline as a result of this agreement or use of the Sites. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Student Guideline with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Student Guideline with respect to the Sites. A printed version of this

agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Article or Blog Guideline**

You accept that your articles or blogs what are posting on Student Guideline are completely your and not copied from anywhere or it will not harm the image or emotion of anybody in society. If we find any such kind of things then we can take any legal action against you and you will be ready to compensate all the losses.

If you select yes option in global exposure it means you are giving full right to Student Guideline ([www.studentguideline.com](http://www.studentguideline.com) ) to publish your article or blog on any website on the name of Student Guideline and you are taking all the responsibilities relates to article or blog. Student Guideline will not be responsible for any legal action or any directly or indirectly harm of your image.

If you have any query related to term and condition then please contact us before accepting term & condition.

### **TERMINATION/ACCESS RESTRICTION**

Student Guideline reserves the right, in its sole discretion, to terminate the access to any or all Sites and the related services or any portion thereof at any time, without notice. Student Guideline may assign, subcontract or transfer all or any of its rights and obligations under these terms and conditions (including to Student Guideline's successors or assigns, any of Student Guideline's affiliates or their successors or assigns located anywhere in the world) without requiring further consent from you, and upon such assignment, sub-contracting or transfer, Student Guideline shall may be relieved of any further obligation to you under them. To the extent required and at Student Guideline's reasonable request, you agree to do anything reasonably necessary or beneficial to give effect to such assignment, sub-contracting or transfer.

If you do not agree with our disclaimer above or with the other terms and conditions of the Sites and/or if you are dissatisfied with any portion of the Sites and/or its service, please discontinue using the Sites.