#### WEBSITE TERMS AND CONDITIONS OF USE

When you access the website <a href="https://onlinejain.com">https://onlinejain.com</a> of JAIN Deemed-To-Be University (JAIN University), you agree to use the website in strict compliance with Information Technology Act, 2000, the Information Technology (Amendment) Act, 2008 and the rules made thereunder including the Information Technology (Information Security Practices and Procedures for Protected System) Rules, 2018 and with the following terms and conditions of use. By using the website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, you must not use our website.

#### 1. Use of Content

You acknowledge that the website contains information regarding JAIN University and its educational offerings, services, milestones, achievement. You also acknowledge that the website also provides information on and access to online educational services provided through JAIN University learning management system, its software, e-learning material (including e-text materials), self-learning e-modules, video-lectures, audio-visual interactive material, virtual classroom sessions, audio podcasts, virtual simulations, self-assessment quizzes or tests, , photographs, audio and video clips, graphics, links and other material (collectively, the **Content**) that are protected by copyright, trademark or other intellectual proprietary rights of JAIN University or its authorised or affiliated third parties. All Content on the website is copyrighted as a collective work of JAIN University pursuant to applicable intellectual property laws, including trademark and copyright law. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the website. Users of the website may use the Content only for their personal, non-commercial use subject to applicable rules and regulations for access to and use of the said Content as determined by JAIN University from time to time.

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in under this Terms and Conditions of Use, the JAIN University Disclaimer Policy and the JAIN University Privacy Policy <a href="https://onlinejain.com/privacy-policy">https://onlinejain.com/privacy-policy</a> which together regulate the use of the JAIN University Website.

Content consisting of downloadable software may not be reverse engineered unless specifically authorised by the JAIN University. You may post on the website Content for which you have received express permission from JAIN University subject to the rules and regulations for such posts as issued by JAIN University. You will be solely responsible for the veracity of such Content and must acknowledge the source of all Content that is not authored by you, or Content obtained from the public domain. You assume all risk and responsibility for determining the source of any Content posted by you.

Except as expressly permitted by the copyright laws, no copying, storage, redistribution, or publication of any Content is permitted without the express permission of JAIN University or their authorised persons. You may download from the website any Content in the public domain for your own personal use or for non-commercial redistribution, all other Content (including, the Content proprietary to JAIN University or its affiliates or authorised institutions or organisations), can only be downloaded as permitted by JAIN University for use of such Content.

## 2. Privacy Policy

Please note that this website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy Policy <a href="https://onlinejain.com/privacy-policy">https://onlinejain.com/privacy-policy</a>

## 3. Intellectual Property Rights

JAIN University is the sole owner and licensee of all the rights to the website and its Content. All material on this JAIN University Website, including not limited to curriculum, resources, design, layout, images, text are the property of JAIN University and are protected by all applicable laws including but not limited to copyright, trademark, trade names, internet domain names, data protection, Information Technology Act, 2000, the Information Technology (Amendment) Act, 2008 and rules made thereunder, privacy and publicity rights and other similar rights and statutes. Use of JAIN University's intellectual property without express written permission and licence to use is strictly prohibited. All ownership and intellectual property rights on the website and its Contents shall remain with JAIN University, its affiliates, or licensors, and does not pass on to you or your representatives.

You may view, download for caching purposes only, and print pages from the website for your own personal use only, subject to the restrictions set out below and elsewhere in these terms and conditions and as issued by JAIN University from time to time. You may download or copy the Content only for your own personal use, provided you maintain all copyright and other notices contained in such Content.

You must not do any of the following prohibited activities while accessing or using the JAIN University Website or any of its Contents.

- Republish material from the website (including republication on another website or any other platform in any manner, medium or format now known or hereafter developed)
- Sell, rent or sub-license material from the website.
- Show any material from the website in public or otherwise make any such material available to the public.
- Reproduce, duplicate, copy or otherwise exploit material on the website for a commercial purpose whatsoever.

- Edit or otherwise modify any material on the website.
- Redistribute material from the website except for Content specifically and expressly made available for redistribution (such as the school journal, newsletter, or magazine), which may only be redistributed in accordance with JAIN University's instructions or guidance.
- You shall not store electronically any significant portion of any Content, except as may be permitted by JAIN University.

#### 4. Prohibited User Conduct

You must not use the JAIN University Website or JAIN Online Website in any way that causes, or may cause, damage to JAIN University or its members, students, faculty, staff, (including their reputation or goodwill) or to its website or impair the availability or accessibility of the website; or in any way infringe the rights of a third party (including rights of privacy and copyright) or is otherwise unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the JAIN University Website or JAIN Online Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the website without the express prior written consent of JAIN University.

You must not use the website to transmit or send unsolicited commercial or non-commercial communications or use the website for any purposes related to marketing without the express prior written consent of JAIN University.

You must not use the JAIN University Website or JAIN Online Website in any manner that compromises the safety of JAIN University or any of its members or exposes them or makes them vulnerable to abuse, bullying, harassment, intimidation, pornography or in manner directly or indirectly compromises their safety and security.

You shall not post any Content that is contrary to the Information Technology Act, 2000 Information Technology (Amendment) Act, 2008 and rules made thereunder including those under the Information Technology (Information Security Practices and Procedures for Protected System) Rules, 2018 or in violation of any laws, rules and regulation relating to the protection and welfare of students, staff, community.

You may not post any Content that is (a) libellous, defamatory, obscene, pornographic, abusive, harassing or threatening, (b) contains viruses or other contaminating or destructive features, (c)

violates the rights of others, such as Content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or (d) otherwise violates any applicable law.

You may not post on the JAIN University Website or JAIN Online Website any links to any external Internet sites that are obscene or pornographic or contrary to protected rights or the values of the University. You shall not use the web for any commercial purpose, to distribute any advertising or solicitation of funds or goods and services or to solicit users to join competitive online educational services. Any such activity will be reported as spam or may result in the termination of the user who partakes in such activity.

In no event shall JAIN University or JAIN Online Website be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content available on or through any such site or resource.

#### 5. SECURITY

For security purposes and to ensure that our services remain available to all users, we employ software programs to monitor traffic to identify unauthorised attempts to upload or change our content, information, services, offerings, or otherwise cause damage. Notwithstanding anything stated above, we reserve the right to use information from these sources to help identify the individual or entity responsible or prosecute malicious use or misuse of this website.

## 6. Warranties & Limitation of Liability

Neither JAIN University nor the providers of third-party content or their respective agents warrants that the website will be uninterrupted or error free; nor does JAIN University, any third-party provider or their respective agents make any warranty as to the results to be obtained from use of the website or the Content.

#### 7. Use & Access of Website

Use of the website and the information is subject to terms of the JAIN University Disclaimer Policy and the JAIN University Privacy Policy <a href="https://onlinejain.com/privacy-policy">https://onlinejain.com/privacy-policy</a>. JAIN University reserves the right to withdraw or amend any website Content without notice. JAIN University will not be liable if for any reason the website is unavailable at any time or for any period.

Content, including but not limited to services, offers, subject combinations, duration of courses, e-learning material (including e-text materials), self-learning e-modules, video-lectures, audio-visual interactive material, virtual classroom sessions, audio podcasts, virtual simulations, self-assessment quizzes or tests, extracurricular activities or products or any event connected with JAIN University or its learning management system as shown on the website may be withdrawn, amended or varied at any time at the sole discretion of JAIN University subject to applicable law, regulations, notification, guideline or instructions issued by the University Grants Commission (UGC). You are therefore

requested to verify the validity of all information to ensure that the information you are relying on is current and applicable to the period you wish to rely on the same.

Access to certain areas of the website may be restricted. JAIN University reserves the right to restrict access either partially or in whole, at its sole discretion.

Any user ID, learner registration, learner authentication and password generated to access the restricted areas of the website or other Content or services, are confidential and non-transferable. You accept all responsibility for any or all activity on your account and risks of unauthorised access to the registration data and any other information you provide to JAIN University.

JAIN University has the right to disable any user ID or password learner registration, learner authentication, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to the website. You are also responsible for ensuring that all persons who access the website through your Internet connection are aware of these terms and that they comply with them.

Any Content shared, posted or submitted Content must not be illegal or unlawful, contrary to child rights, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law). We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the website constitutes a violation of their legal rights, or of their right to privacy.

You must not submit any user Content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to the website, or stored on our servers, or hosted or published upon this website. Notwithstanding our rights under these terms and conditions in relation to user Content, we do not undertake to monitor the submission of such Content to, or the publication of such Content on the website.

# 8. Hyperlinks

Where the JAIN University contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. For further information see our Disclaimer Policy.

## 9. Limited Warranties

The information and materials contained in this site, are provided on an "as is" and "as available" basis. JAIN University does not warrant the accuracy, adequacy, or completeness of any of such information and materials. JAIN University expressly disclaims any and all liability for errors or omissions in all such information and materials. No warranty of any kind, implied, express, or statutory, including but not limited to the warranties relating to non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with any of the information and materials published herein.

Use of any information on the website is at one's own risk. While every effort is made to secure our network communications, JAIN University may not always be able to ensure the privacy of online communications and other information of the visitors, unless otherwise specifically provided for. Moreover, any information that one provides using this website may become part of a public record subject to disclosure under the relevant regulations from time to time.

#### 10. Limitations & Exclusions of Liability

JAIN University will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control, or with respect to any loss or corruption of any data, database, or software. Materials posted on the website are not intended to amount to guarantees.

JAIN University shall not be liable for any loss or damage, including without limitation direct or indirect, special, economic, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if JAIN University has been advised of the possibility of such damages, losses or expenses.

## 11. Indemnity

You hereby indemnify JAIN University and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## 12. Breach of Terms & Conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, JAIN University may take such action as we deem appropriate to deal with the

breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Notwithstanding any of these website terms and conditions, JAIN University reserves the right, without notice in its sole discretion, to terminate your account and/or block your use of the website. Upon termination of your account and/or block use of the website, you must destroy and cease to use all materials obtained from this website, copies, and related documentation thereof with immediate effect.

#### 13. Revisions

JAIN University may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the website from the date of publication the revised terms and conditions on the website. Please check this page regularly to ensure you are familiar with the current version.

No responsibility will be accepted by JAIN University for damage or loss on any kind or hardships or expense encountered by its students or any other person or entities for such changes, additions, deletions, omissions or errors, no matter how they are caused.

## 14. Assignment

JAIN University may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

# 15. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## 16. Exclusion of Third-Party Rights

These terms and conditions are for the benefit of you and JAIN University and are not intended to benefit any third party or be enforceable by any third party. The exercise of JAIN University and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

**17**. **Entire Agreement** 

These Terms and Conditions, together with our Privacy Policy https://onlinejain.com/privacy-policy

and Disclaimer Policy constitute the entire agreement between you and JAIN University in relation to

your use of the JAIN University Website or JAIN Online Website, and supersede all previous

agreements in respect of your use of this website.

18. **Law & Jurisdiction** 

These terms and conditions will be governed by and construed in accordance with laws of India, and

any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the

courts in Bangalore, Karnataka.

19. **Grievance Officer** 

In accordance with the Information Technology Act, 2000 and the rules made thereunder, the name

and contact details of the authorised grievance redressal officer are provided below:

Address: 6th Phase, 319, 25th Main Rd, KR Layout, JP Nagar Phase 6, J. P. Nagar, Bengaluru, Karnataka

560078

Email: info@onlinejain.com

Telephone: +91 8873373316

We reserve the right to change or update these terms of use at any time. Such changes shall be

effective immediately upon posting on this Website.