



## **VidhyaSangam e-Learning Solutions Pvt Ltd Company Portal Terms of Use and Legal Restrictions**

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The Terms of this Portal consist of the following sections:

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By submitting any User Submission, you represent and warrant that:

- a. you are at least 13 years old; if you are below 13 years, the concerned parent/guardian warrants that the submission was done under their supervision and that they consent to such submission
- b. you own all rights in your User Submissions (including, without limitation, all rights to the audio, video, or digital recording and the performance contained in your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to VidhyaSangam the rights in your User Submissions described herein;
- c. you have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- d. you are the individual pictured and/or heard in your User Submissions or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the age of eighteen (18)) who appears and/or is heard in your User Submissions to grant the rights to VidhyaSangam described herein;
- e. your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- f. you voluntarily agree to waive all 'moral rights' that you may have in your User Submission;
- g. any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- h. your User Submission does not violate any Law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- i. your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- j. you were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- k. your User Submission does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);
- l. your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- m. your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- n. your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

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## **11. LINKING TO THIS PORTAL**

You may create links to this Site from other websites, but only in accordance with the following terms and in compliance with all applicable laws.

Obtain VidhyaSangam 's written authorization otherwise, a website that links to this Site:

- a. may link to, but shall not replicate, any Materials (including any VidhyaSangam logo);
- b. shall not create a browser or border environment around any Materials;
- c. shall not imply that VidhyaSangam endorses such website or any products, services, or content available through such website;
- d. shall not misrepresent its relationship with VidhyaSangam ;
- e. shall not present false or misleading information about VidhyaSangam , its products, or its services;
- f. shall not contain content that could be construed as distasteful, offensive, or controversial; and
- g. shall contain only content that is appropriate for all age groups.

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## **13. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the VidhyaSangam from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. VidhyaSangam reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with VidhyaSangam 's defense of such claim.

## **14. ELECTRONIC COMMUNICATIONS**

When you visit the Site or send e-mails to VidhyaSangam , you are communicating with VidhyaSangam electronically. We may respond to you by e-mail or by posting notices on the Site. You agree that all such notices, disclosures, and other communications that VidhyaSangam provides to you electronically satisfy any legal requirement that such communications be in writing.

## **15. GENERAL**

These Terms, together with any additional terms to which you agree when using particular elements of the VidhyaSangam portal, constitute the entire and exclusive and final statement of the agreement between you and VidhyaSangam with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and VidhyaSangam with respect to such subject matter. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the VidhyaSangam portal. These Terms will be interpreted without application of any strict construction in favor of or against you or VidhyaSangam . These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VidhyaSangam without restriction.

## **16. MODIFICATIONS TO THESE TERMS**

VidhyaSangam may, in its sole and absolute discretion, change these Terms from time to time. VidhyaSangam will post notice of such changes on the applicable Site. If you object to any such changes, your sole recourse shall be to cease using the VidhyaSangam portal. Continued use of the VidhyaSangam portal following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Certain provisions of these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of the VidhyaSangam portal and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into these Terms and to supersede the provision(s) of these Terms that are designated as being superseded.