

www.shikshaabhiyan.com- Terms of Use

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By registering as a user and subscribing to the services of this website, it will be considered that you have read, understood and agreed to comply by all the terms and conditions fully of the Website as mentioned here. Moreover, by registering on the website you agree to:

- Make your contact details available to www.shikshaabhiyan.com employees, associates and partners so that you can be contacted by www.shikshaabhiyan.com partners for information pertaining to education through email, telephone and SMS.
- Get promotional emails/ special offers from www.shikshaabhiyan.com or any of its partner websites: and/or
- Be contacted by www.shikshaabhiyan.com in accordance with the privacy settings set by you.
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In order to use www.shikshaabhiyan.com online services, you must establish access to the World Wide Web, either directly or through devices that access web based content, and agree to pay any service fee associated with such access. In addition, you will be required to obtain access to all the equipment required to establish such a connection to the World Wide Web, including a computer and modem or other access devices.

User Obligations

In consideration of your use of the services, you agree to provide correct, precise, up-to-date and complete information about yourself as required by the service's registration form wherever necessary; and maintain and promptly update the registration data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not up-to-date or incomplete, or if www.shikshaabhiyan.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, www.shikshaabhiyan.com has the right to suspend or terminate your account and refuse any and all current or future use of the services (or any portion thereof).

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If you are directly subscribing as a user to www.shikshaabhiyan.com and you are below 18 years of age, we will assume that you have taken the consent of your parents/ guardian to access www.shikshaabhiyan.com. Although, we are the provider of education videos only but parents have to be responsible and should monitor the online activities of the child. www.shikshaabhiyan.com shall not be held responsible for the online activity of the user.

In case you do not wish to be contacted by phone, sms or email please drop in a mail at info@shikshaabhiyan.com.

Purchasing and Ordering Disclaimer

Payment:

All payments have to be made to the account of AAA High Tech Marketeers Pvt Ltd only under advice to us. You must not make any payment to any other account under any circumstance.

www.shikshaabhiyan.com will not be responsible in case you ignore this advice and still make a payment to any unauthorized persons/accounts.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

Cancellation and Refund Policy:

www.shikshaabhiyan.com offers only online products and services. Once the customer has paid for these, they are activated and can be used immediately.

Cancellation requests of products and/or services once bought are not accepted. Hence, no requests for refunds will be entertained

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All prices are subject to change without prior notice. Every effort has been made to ensure accurate pricing of the products featured on our Site. www.shikshaabhiyan.com reserves the right to refuse sale of any product or service if it deems fit. In case the booking is made after a confirmation on communication of a prior pricing, you shall be intimated by www.shikshaabhiyan.com of the difference amount. www.shikshaabhiyan.com holds the right to change the price of any or all of its products or grant free access to any one it deems fit.

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Please note that the password generated by you for accessing the Website should not be shared by you with anyone else at any time. Please also note that especially with regard to the products purchased by you, the same have been licensed to you by www.shikshaabhiyan.com for your own use only and you cannot share your password with others or allow others to use the paid courses. This will be a gross violation of the license terms governing the paid products.

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- use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

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- contact another Member for any purpose other than asking a question related to an Enrolment, Course, Listing, or the Member's use of the Site, Application and Services;

- recruit or otherwise solicit any Member to join third-party services or websites that are competitive to www.shikshaabhiyan.com, without www.shikshaabhiyan.com prior written approval;

- recruit or otherwise solicit any Member to join third-party services, applications or websites, without our prior written approval;

- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

- use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;

- use the Site, Application, Services or Collective Content to find a Student and then complete an enrolment of Course independent of the Site, Application or Services, in order to circumvent the obligation to pay any Fees related to www.shikshaabhiyan.com provision of the Services or for any other reasons;

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- engage in disruptive, circumventive, abusive or harassing behaviour in any area or aspect of our Platform, Application, or Services;

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- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

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- access, tamper with, or use non-public areas of the Site, Application or Services, www.shikshaabhiyan.com computer systems, or the technical delivery systems of www.shikshaabhiyan.com providers;

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- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by www.shikshaabhiyan.com or any of www.shikshaabhiyan.com providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;

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- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;

- advocate, encourage, or assist any third party in doing any of the foregoing; or

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Online digital delivery of content is through internet, i.e., streaming the subscribed course content from www.shikshaabhiyan.com

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IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED IN THE LIMITATION ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN TOTAL, THE SUM OF INR 5,000.

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(b) Any breach of terms and conditions by the User, The User shall promptly bring to the notice of www.shikshaabhiyan.com and User is liable to indemnify www.shikshaabhiyan.com for all the cost, losses and damages caused to www.shikshaabhiyan.com as a result of such a breach.

(c) In the event of User's breach of the Terms and Conditions, www.shikshaabhiyan.com will be irreparably harmed and will not have an adequate remedy in money or damages. www.shikshaabhiyan.com therefore, shall be entitled in such event to obtain a ruling against such a breach from any court of competent jurisdiction. www.shikshaabhiyan.com's right to obtain such relief shall not limit its right to obtain other remedies. The User shall be responsible to pay for the damages as ruled by competent authorities.

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(e) These terms and conditions are governed by the laws of the Republic of India and those who access the Site are responsible for compliance with all applicable laws including, but not limited to, applicable local laws. In the event of a dispute in connection with these Terms and Conditions, any such dispute shall be under exclusive jurisdiction of courts of New Delhi, India.

(f) Any failure of www.shikshaabhiyan.com to exercise or enforce any right or provision of this Terms of Use shall not operate as a waiver of such right or provision.

(g) In the event of any dispute, difference or question arising out of or in respect of this agreement or the commission of any breach of any terms thereof or in any manner whatsoever in connection with this agreement, the same shall be referred to a sole arbitrator appointed by the Managing Director of M/s. AAA High Tech Marketeers Private Limited. The proceedings of arbitration shall in all respects be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding on all the parties. The place of arbitration shall be New Delhi, India.

(h) The arbitral award shall be the exclusive remedy of the parties for all claims, counter-claims, issues or accounting presented to the arbitrator.

(i) The fees to be paid to the arbitrator shall be borne equally by both the parties.

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The laws of the Republic of India shall govern any dispute arising from the use of this Web site and the courts in New Delhi, India alone shall have exclusive jurisdiction to deal with all such matters.

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AAA High Tech Marketeers Pvt Ltd

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New Delhi- 110015

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Notices

Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

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4. Your mobile phone number (MSISDN) will be used during the transmission of text messages through the mobile service provider's server for SMS Service.
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11. This Service is an additional service offered by www.shikshaabhiyan.com. The functions of the Service are dependent on the operator owning the network to facilitate this service ("Operator"), for which www.shikshaabhiyan.com does not undertake any responsibility for failure of this network transmission or failure of message transmission for any reasons whatsoever. From time to time, www.shikshaabhiyan.com may include additional features and services.
12. www.shikshaabhiyan.com reserves the right to modify/delete the account contents at its own discretion without prior notice if the contents of profile are deemed unfit for broadcast.
13. The subscriber must maintain such minimum balance in his/her prepaid account as is specified by www.shikshaabhiyan.com for availing the particular option offered under these services. All incidental costs/taxes/levies, if any, related to the VAS shall be entirely borne by the customer.
14. The users specifically note and agree that the content and service or part thereof may be varied, added, withdrawn, withheld or suspended by www.shikshaabhiyan.com at its sole discretion without prior notice to the users.
15. www.shikshaabhiyan.com shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the user using the Service.
16. No reversal of deducted charges shall be allowed under any circumstances.
17. The users shall remain solely responsible for all content, information, data originated from the users and transmitted via the Service (content), and the users shall accordingly indemnify www.shikshaabhiyan.com and / or the Operator, against all third party claims relating to the users content or due to the users act, negligence or omission.
18. You are bound by the terms and conditions as mentioned herein and as stated on the Website.
19. Message delivery is conditional to mobile Operator's technical infrastructure and its network uptime.

20. By using various SMS based services from www.shikshaabhiyan.com, you agree to receive phone calls, messages etc. from www.shikshaabhiyan.com and/or its associates tailored to provide with better education related opportunities.
21. Subscribing or using various paid/free services of www.shikshaabhiyan.com on SMS/Voice/WAP either directly or indirectly doesn't in any manner guarantee the user an admissions.
22. www.shikshaabhiyan.com and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the, www.shikshaabhiyan.com sites/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. www.shikshaabhiyan.com and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. www.shikshaabhiyan.com shall not be responsible or liable for any consequential damages arising thereto.
23. By agreeing to register at www.shikshaabhiyan.com Mobile alerts, a user allows www.shikshaabhiyan.com to get in touch with him/her from time to time on events or offers regarding careers, admissions, jobs and ancillary services on mobile. This can include exciting offers, information, as well as promotions.
24. The subscriber shall be required to comply with all directions/instructions etc. issued by www.shikshaabhiyan.com relating to the network, the services and any/all matters connected therewith and provide www.shikshaabhiyan.com all other and further information and co-operation as www.shikshaabhiyan.com may require from time to time.
25. www.shikshaabhiyan.com will not be responsible for the character of the user or any illegal activity performed from a user's mobile device.
26. www.shikshaabhiyan.com videos, mobile application and website will not be responsible for the usage of the product and services cross border and non-friendly countries/ nations of India.

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