

Terms of Use for Vyasa Vidya Mandiram – www.vvmsanskrit.com web site

This website is created, owned and managed by Vyasa Vidya Mandiram / “ Organisation ” / “ us ” / “ we ”). This “ Website ” / “ platform ” / “ <https://www.vvmsanskrit.com> site ” refers to the front-end website www.vvmsanskrit.com hereinafter called “ VVM ” in and the Learning Management System (“ LMS ”) and includes the landing page, all links associated with the page and the learning centre or LMS and its entire associated links.

The terms We individually and collectively refer to the terms “ Visitor ” , “ User ” refer to the users.

The use of this website and services on this website provided by Vyasa Vidya Mandiram are subject to the following Terms & Conditions, all parts, and subparts of which are specifically incorporated by reference here. Following is the Terms of Services governing your use of <https://www.vvmsanskrit.com/> all pages on the Website and any services provided by or on this Website.

By accessing either directly or through a hyperlink, the Website, and/or purchasing something from us, you engage in our “ Service ” and agree to be bound by the Terms of Service including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These terms of services apply to all users of the site, including without limitation vendors, buyers, customers, merchants, browsers, and/or contributors of content.

1. Our Licence to You

Subject to these Terms and all our Policies (including the course-specific eligibility requirements, and other terms), we grant you a limited, personal, non-exclusive, non-transferable, and revocable licence to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain’ written permission from VVM to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by VVM and you will not share with any third-party, access information including the log-in details

like username and password for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

2. User Conduct Policy

Whether you have enrolled for the courses on www.vvmsanskrit.com site (" Courses") or are browsing the site, once you have accessed the site or Courses, you shall be considered a ' user' for the purpose of these Terms. You are responsible for all your activities in connection with the use of the site and Courses. You hereby agree to fully comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with such use. You shall not resort to any unethical practices while using the site or Courses.

Without limitation, you will not post or transmit, or cause to be posted or transmitted, any communication or solicitation or other "phishing", "pharming" or "whaling" message designed or intended to obtain password, account, personal information, confidential information or private information from any user of the www.vvmsanskrit.com site or any other third party whatsoever. However, if any such event does take place, VVM shall not be liable for any loss of data or if the user' s device, computer or any other property is compromised in any manner.

You acknowledge and agree that VVM has the right to report any and all suspicious or illegal activity to the appropriate legal authorities without notice to you.

3. E-learning Policy

Please also refer to our E-learning Policy, which forms a part of these Terms. During your use of the www.vvmsanskrit.com site and VVM Courses, you shall:

- o not harass other users, students, attendees, support agents or visitors;
- o not create an atmosphere of disharmony, hostility within student groups;
- o not cheat on any homework assignment or exams for the Courses;
- o not post online any secured testing materials;

- comply with all the rules for assessment(s) for the Courses you have enrolled in, if you choose to take the assessment(s);
- notify the instructors immediately if you become aware of any other user cheating or breaching these Terms, and comply with the requirements of the specific applicable code of conduct, if any, relating directly to the Courses in which you are enrolled.

4. User Accounts, User Registration and Delivery of Services

In order to participate in activities on the www.vvmsanskrit.com site and to sign up for the Courses, you will need to register for a personal account (“ User Account”) by providing an email address and a password that is unique.

Upon payment of the course Consideration amount (if applicable) – in full, depending on the Course(s), VVM shall deliver the terms of use of the Course(s) and grant you access to the Course(s).

Owing to certain exceptional circumstances, if VVM has granted you access to a Course pending payment, and VVM does not receive payments within the stipulated time period, VVM may, in its sole discretion, withdraw your access to the Course without giving any prior notice.

You agree that you will never divulge or share access to your User Account with any third party for any reason. You also agree that you will create, use and/or access only one User Account, and that you will not use any User Account other than your own.

In setting up your User Account, you may be prompted to enter information, including but not limited to your name and email address. Additional information may be required to confirm your identity. You understand and agree that all information provided by you is accurate, current and complete and that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the web site and your enrolment into a Course, to the extent applicable.

In addition to the registration process, as part of your use of the web site or participation in the Courses, we may obtain certain information about you and your performance in the Courses. Some of this information may be Personally Identifiable Information. We may use, maintain and store this information to provide certain Services to you now and in the future.

Access to the Courses is restricted to attendees or students who have been specifically granted access by VVM.

5. **Restricted access**

- Access to certain areas of this site is restricted. VVM reserves the right to restrict access to other areas of this site, or indeed this entire site, at VVM' s discretion.
- If VVM provides you with a user ID and password to enable you to access restricted areas of this site or other content or Services, you must ensure that the user ID and password are kept confidential.
- VVM may disable your user ID and password at VVM' s sole discretion without notice or explanation.

6. **Placement & Server Access**

By enrolling in our courses and server access services, you agree to the following terms and conditions:

1. Server Access:

Server access is provided for educational and practice purposes only. It is subject to the terms and conditions set by the organisation.

If the server is not used for a period of 1 month, your ID may be deactivated temporarily or permanently.

We reserve the right to change the server vendor based on our discretion, without prior notice.

2. Classes

The classes will be conducted in google meet / zoom / MS Teams or any other media as appropriate

The time chosen by the student will normally be allotted. In case of the non-availability of the faculty or due to any other reason, if the time slot

is not available, then the suitable time slot in consultation with the student will be provided

The students may be allowed a change of time in case they have genuine difficulty in attending their chosen timings

The students have to follow the curriculum requirements like attending classes regularly, have to undergo the test requirements to complete the course.

3. Faculty

We have faculties who bring their knowledge and expertise to the course. The faculty may change based on availability and scheduling requirements.

We strive to provide experienced and knowledgeable faculties, but we cannot guarantee the availability of a specific faculty at all times.

4. Course Consideration amount and Refunds:

Once the course consideration amount is paid and you have attended the batches, the amount is non-refundable.

In exceptional cases, where a serious or special reason is provided, a refund inquiry may be initiated. If approved, the refund will be processed excluding any other costs incurred.

7. **Third Party Content**

Through the Services, you will have the ability to access and/or use content provided by instructors, teachers, other users, and/or other third parties and links to websites and Services maintained by third parties. VVM cannot guarantee that such third-party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. VVM disclaims any responsibility or liability related to your access or use of, or inability to access and use, such third-party content / access.

8. **Disclaimer – Statements made in the Courses**

VVM shall provide appropriate training and guidelines to the teachers of the Courses. However VVM is not responsible for the views expressed or

statements made by teachers in the Courses. VVM disclaims any liability in relation to the views, statements and / or communications made by the teachers in the Courses which are not in line with the VVM Policy.

9. SPAM POLICY:

You are strictly prohibited from using the website or any of the services for illegal spam activities including gathering email addresses and personal information from others or sending any mass commercial emails.

10. Copyright and Trademark Policy

VVM respects the intellectual property rights of our users, third party content providers, and other third parties and expects our users to do the same when using the Services and the site. We have adopted and implemented the VVM Copyright and Trademark Policy in accordance with applicable laws of the Republic of India.

The trade marks, names, logos and service marks (collectively “ Trademarks”) displayed on this site are the registered and unregistered Trademarks of VVM. Nothing contained on this site should be construed as granting any license or right to use any Trademark without the prior written consent of VVM .

11. Confidentiality

We agree not to use any of your confidential information for any purpose except to operate the site and Services in accordance with these Terms. We agree not to disclose any of your confidential information to any third party other than to our employees, teachers and consultants on a need basis, who are bound by confidentiality obligations and are required to have access to the confidential information in order to operate the site and Services. “ Confidential Information” may include, solely to the extent entered into the Services or site by you:

- o Technical information, know-how and other intellectual property, to the fullest extent that such information is maintained as a trade secret by

you;

- o Confidential financial information

Confidential Information will not include any information that:

- o Was publicly known and generally available in the public domain prior to the time of disclosure by you;
- o Becomes publicly known and generally available after disclosure by you through no action or inaction of ours;
- o Is already in our possession at the time of disclosure by you;
- o Is obtained by us from a third party without breach of such third party's obligations of confidentiality;
- o Is independently developed by us without use of or reference to your confidential information;
- o Is required by law to be disclosed by us.

12. Donations Policy

We accept donations to support our organization, but donations are purely voluntary and not mandatory.

The donation may be used for pursuing the objects of the trust or may be used as Corpus donation

The donor has to provide the requisite particulars including any one proof of identity specified while filling the form before making donation payment. However, it is not mandatory to claim exemption under section 80G of the Income tax act 1961 if the donor wishes.

13. Non-Liability

To the fullest extent permitted by applicable law, you agree that neither VVM nor any of the VVM's officers, chief functionaries, governing board members, managers, employees, teachers or participants will be liable to you for any loss or damages, either actual or consequential, arising out of or relating to these Terms, or your (or any third party's) use of or inability to use the site, or your placement of content on the site, or your reliance upon information obtained from or through the site, whether your claim is based in

contract, tort, statutes or other laws.

In particular, to the fullest extent permitted by applicable law, neither VVM nor any of the VVM' s officers, chief functionaries, governing board members, managers, employees, teachers or participants will have any liability for any consequential, indirect, punitive, special, exemplary, or incidental damages, whether foreseeable or unforeseeable and whether or not VVM or any of the VVM' s officers, chief functionaries, managers, employees or participants has / have been negligent or are otherwise at fault (including, but not limited to, claims for defamation, errors, loss of profits, loss of data, or interruption in availability of data).

14. Indemnification

You agree to defend, hold harmless, and indemnify VVM and the VVM' s officers, chief functionaries, governing board members, managers, employees, teachers, students, participants, and their respective subsidiaries, affiliates, officers, faculty, students, fellows, governing board members, agents and employees

from and against any third-party claims, actions, or demands arising out of, resulting from or in any way related to your use of the site or Services, including any liability or expense arising from any and all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature.

15. Termination Rights; Discontinuation of Courses and Content

You agree that VVM, in its sole discretion, may terminate your use of the www.vvmsankrit.com site or your participation in it, for any reason or no reason, under intimation to you. It is VVM's policy to terminate in appropriate circumstances, the accounts of users of the web site who are repeat copyright infringers. VVM reserves the right at any time in its sole discretion to cancel, delay, reschedule or alter the format of any Course offered through www.vvmsankrit.com web site, or to cease providing any part or all of the web site content or related Services, and you agree that neither VVM nor any of the VVM' s users and / or teachers will have any liability to you for such an action. If you no longer desire to participate in the web site, you may terminate your participation at any time. The rights granted to you hereunder will terminate upon any termination of your right to use the web site, but the other provisions of the Terms and Policies, as applicable, will survive any such termination.

16. Waiver and Severability

The failure of VVM to exercise or enforce any right or provision of the Terms and Policies shall not constitute a waiver of such right or provision. If any provision of these Terms and / or Policies of VVM is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavour to give effect to the intentions as reflected in the provision, and the other provisions of these Terms and Policies shall remain in full force and effect.

17. Governing Law & Dispute Resolution

You agree that these Terms and Policies of VVM and any claim or dispute arising out of or relating to the Terms, Policies and Services or any content or

service obtained from or through the web site will be governed by the laws of India, excluding its conflict of laws and provisions.

You agree that all such claims and disputes arising out of or relating to the Terms, Policies or Services shall be settled finally by arbitration by a sole arbitrator appointed by VVM. The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be seated in India. The place of arbitration shall be Coimbatore, Tamilnadu, India. The governing law of the arbitration agreement shall be Indian Law. The arbitration proceedings will be conducted in English.

18. PAYMENT AND COURSE CONSIDERATION AMOUNT:

Should you register for any of the paid services on this website on this website, you agree to pay us the specific monetary amounts required for those services. These monetary amounts will be described to you during your account registration and/or confirmation process. The final amount required for payment will be shown to you immediately prior to consent to usage of services.

We reserve the right to refuse service through the website at our sole discretion to anyone for at any point of time without assigning any reason.

Course Consideration amount payable through credit card or online transactions are governed by the applicable policies / laws from time to time

19. ENTIRE AGREEMENT:

This Agreement consists of the entire understanding between the parties with respect to any and all use of the website. This Agreement supersedes and replaces all prior contemporaneous agreements or understanding, written or oral, regarding the use of this website.

Please read these terms and conditions carefully before enrolling in our courses. If you have any questions or concerns, please reach out to our team for clarification.

