

## **Terms Of Use**

### **AGREEMENT BETWEEN USER AND Shamim Systems**

The Shamim Systems Web Site comprises of various Web pages owned and operated by Shamim Systems [Company]. The Shamim Systems web Site offers various services to you. This Agreement explains our obligations to you, and your obligations to us in relation to the services offered to you through the website [hereinafter "Shamim Systems"].

You will be asked to:

Accept or agree to the Terms by clicking "I accept", where this option is made available to you by Shamim Systems. You understand and agree that Shamim Systems will treat your acceptance of the Terms from that point onwards.

The terms and conditions of use, as described herein, shall not be modified by you. Your use of the Shamim Systems constitutes your agreement to all terms, conditions and notices displayed on Shamim Systems.

### **MODIFICATION OF THESE TERMS OF USE**

The Company reserves the right to change the terms, conditions, and notices under which the Shamim Systems Web Site is offered, including but not limited to the charges associated with the use of the Our Shamim Systems Web Site. Such modified terms shall be displayed on the website. It will be your responsibility to check and review such terms from time to time.

### **SERVICES OFFERED BY Shamim Systems:**

Shamim Systems is engaged in the business of assessment tests with various educational institutions. Hence you will be provided with services relating to online examinations, assessment tests.

For registration with Shamim Systems, you will be asked to provide personal details like Name, Address, Contact Number and other details. On successful registration, you will be provided with a Login Id and Password. For details of how we collect and use your personal information please refer to our Privacy Policy. The privacy policy is an integral part of this agreement. You are encouraged to read all the details of the privacy policy and check for any amendments from time to time.

Apart from facilitating online assessment of education institutes Shamim Systems also provides certain other services as follows.

**1) SMS SERVICE:** Shamim Systems may provide alerts, information to you through Mobile. To avail this service specific request in to company is required to be made. However mobile facility is subject to following

In the event of change in your mobile number, you agree that you will update your profile information including your mobile number on Shamim Systems.

By this agreement you agree that company will not be responsible, if information forwarded through SMS is not received in time due to communication failure from telecom operator network.

**2) ADVERTISING:** Shamim Systems may provide advertising facility to third party; the outsiders can submit their advertisements related to their products or services on Shamim Systems. Advertising facility provided by the company is subject to agreement that, Shamim Systems would not be responsible for any liability, misinformation, errors associated with such advertising information.

You further agree that, Company would not accept any claims of business loss, damages to group or individual due to dealing with companies whose advertisement is published on Shamim Systems.

## **GENERAL CONDITIONS**

**Acceptance of the Terms And Conditions:** The Shamim Systems Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Shamim Systems Web Site constitutes your agreement to all such terms, conditions, and notices

**No Unlawful or Prohibited Use** As a condition of your use of the Shamim Systems Web Site, you warrant to Shamim Systems that you will not use or allow access to others to use the Shamim Systems Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use or allow access to others to use the Shamim Systems Site in any manner which could damage, disable, overburden, or impair the Shamim Systems Web Site or interfere with any other party's use and access of the Shamim Systems Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Shamim Systems Web Sites

**Disclosure of information** by the Shamim Systems Company reserves the right at all times to disclose any information as 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 Company's sole discretion

**Materials Provided To SsOES or Posted At Any SsOES Web Site** Shamim Systems does not claim ownership of the materials or question bank data you upload to Shamim Systems (including data related to any online assessment) or post, upload, input or submit to any Shamim Systems

Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Shamim Systems, its affiliated companies and necessary sublicenses permission to use your Submission in connection with the operation of their Internet businesses including publish your name in connection with your Submission or use it to manage online assessment process. Shamim Systems does not disclose/ distribute/ share any information which is confidential to your subscription or account (including question bank, exam applicant data etc)

Guarantee as to rights related to submissions By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

**SERVICE ELIGIBILITY** You represent and warrant that you (a) have not previously been suspended or removed from SsOES (b) are not a direct competitor of SsOES; (c) do not have more than one SsOES account at any given time; and (d) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party.

**SECURE PASSWORD** You are requested to keep your password secure. You are not allowed to user other user's account and also do not let other users use your account. You are responsible for all the activities or transactions done through your account. You should report of any incident of account breach at your institute.

You are prohibited from transferring, selling or trading your SsOES account or any other information to any other party. You agree that, you will take those steps that are essential to ensure that Login ID and Password remains in your possession and is not made public. You further agree that, if your account or account information with SsOES is tampered or leaked by hacking or otherwise by any third party then, SsOES shall not be responsible for it.

.

**TERMINATION OF YOUR ACCOUNT** You agree that in case of violation of terms and conditions and improper usage of your account, your account would be terminated by SsOES. SsOES holds all the rights to terminate your account in case of non compliance of regulations mentioned in this document

**PRIVACY POLICY** You should carefully read our full Privacy Policy before deciding to open account at SsOES. By registering on SsOES, you agree that you have accepted all the terms mentioned in the privacy policy of SsOES

**LIABILITY DISCLAIMER** THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE Shamim Systems WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Shamim Systems AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN

THE Shamim Systems WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE Shamim Systems WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Shamim Systems AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Shamim Systems WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Shamim Systems AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Shamim Systems 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 ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Shamim Systems WEB SITE, WITH THE DELAY OR INABILITY TO USE THE Shamim Systems WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Shamim Systems WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE Shamim Systems WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Shamim Systems OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Shamim Systems WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Shamim Systems WEB SITE.

TERMINATION/ACCESS RESTRICTION Shamim Systems reserves the right, in its sole discretion, to terminate your access to the Shamim Systems Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the Govt of India. And you hereby consent to the exclusive jurisdiction and venue of courts in Pune, India. in all disputes arising out of or relating to the use of the Shamim Systems Web Site. Use of the Shamim Systems Web Site 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 Shamim Systems as a result of this agreement or use of the Shamim Systems Web Site. Shamim Systems's performance of this agreement is subject to existing laws and legal process, and nothing

contained in this agreement is in derogation of Shamim Systems's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Shamim Systems Web Site or information provided to or gathered by Shamim Systems with respect to such use. 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 Shamim Systems with respect to the Shamim Systems Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Shamim Systems with respect to the Shamim Systems Web Site. 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. It is the express wish to the parties that this agreement and all related documents are drawn up in English.

**COPYRIGHT AND TRADEMARK NOTICES:** All contents of the Shamim Systems Web Site are copyrighted by the Company. All rights are reserved solely with the Company.

**TRADEMARKS** The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

Notices and Procedure for Making Claims of Copyright Infringement For any claims of copyright infringement under Indian copyright law or any license related enquiries or issues or any other legal issues, please send an email to legal team. The email should state the subject very clearly and should contain all the relevant details such as name, designation and contact details of the sender. The information sought should be very clear without ambiguity. Kindly note that this email id is strictly for legal issues only. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

**Please Note that, this disclaimer/terms of service notification is subject to change without notice.**

**Copyright Notice**

**© Shamim System 2020.**

**All rights reserved.**

## **Conditions of Use:**

Welcome to our ONLINE EXAM APPLICATION. If you continue to browse and use this ONLINE EXAM APPLICATION you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern by Institute relationship with you in relation to this ONLINE EXAM APPLICATION:

- The content of the pages of this ONLINE EXAM APPLICATION including the Terms and Conditions is subject to change without notice. All changes will be posted on this page, and your use of this SSOES after such changes have been posted will constitute your agreement to the modified Terms and Conditions.
- In addition, particular services added or offered through this ONLINE EXAM APPLICATION may be subject to additional terms or guidelines, which shall be deemed, incorporated in these Terms and Conditions by reference.
- Your use of this ONLINE EXAM APPLICATION and any disputes arising in connection with the ONLINE EXAM APPLICATION, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith is subject to the laws of Maharashtra.
- This ONLINE EXAM APPLICATION contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Copyright in the contents and materials of this ONLINE EXAM APPLICATION as a whole is owned by Shamim Systems .
- Every effort is made to keep the website up and running smoothly. However, Shamim Systems takes no responsibility for, and will not be liable for, the ONLINE EXAM APPLICATION being temporarily unavailable due to technical issues beyond our control.
- You agree not to circumvent, disable or otherwise interfere with security-related features of this ONLINE EXAM APPLICATION or features that prevent or restrict use or copying of any content or enforce limitations on use of this ONLINE EXAM APPLICATION or the content therein.

IT IS IMPORTANT THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS BEFORE USING THIS ONLINE EXAM APPLICATION.