

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. BY YOUR ACCESSING THE CONTENTS OF THIS WEB SITE YOU ARE DEEMED TO HAVE READ THE TERMS AND CONDITIONS AND YOU HEREBY AGREE TO THE TERMS AND CONDITIONS FOR USE OF THE ALTUS KNOWLEDGE WEB SITE.

I hereby acknowledge that I have read and understand the foregoing ALTUS KNOWLEDGE web site terms and conditions and agree that by accessing the web site I am acknowledging my agreement to be bound by the terms and conditions of this ALTUS KNOWLEDGE.

### **1. Acceptance**

These Terms and Conditions (T&C) apply to all users of this website and any associated services. By using the website you will be deemed to agree to these T&C without qualification. If you do not agree to be bound by these T&C, please do not use the website or continue to use the website. The website is intended to serve as an introduction to ALTUS KNOWLEDGE, to identify and promote the range of services the company can offer to its clients and to provide details as to how ALTUS KNOWLEDGE can be contacted.

Access to some services or content may require registration. By creating an account and making use of the website you agreed to abide by any and all of the following T&C governing use of the website. We shall be provided a unique User id and password as mentioned above. That username and password are personal to you and you agree at all times to maintain the confidentiality of your username and password and not to disclose them to any third party. The allocated user ID and password must be used whenever requested. That you hereby acknowledge that in exercising the right to use this account, you shall be entirely responsible for maintaining the confidentiality of the password and account. You agree that you are solely responsible for any use of the website by any person using your name and password whether with or without your specific approval.

ALTUS KNOWLEDGE takes no responsibility and shall stand totally indemnified by the Subscriber for any or all consequences caused by any unauthorized use of the Subscriber's account by any third-party.

Altus Knowledge collects the content and other information that you provide when you use our Services. This can include name, date of birth, email address, location, contact details, etc. The user data is secured with Altus Knowledge and we will treat your personal information with care, and comply with all applicable legislation currently in force. The data that a user provides while registration can be used for marketing and promotional activities of Altus Knowledge like SMS, e-mails, newsletters, campaigns, etc.

Altus Knowledge reserves the right to use the information that it has for surveys, research and analysis in order to improve our services and products. To send you marketing communications, our marketing or sales department is allowed to call on the user data in order to update the user about our upcoming products and offers. They can also respond in case a user contacts us. If a user who has registered with us on our website and has taken any course of Altus Knowledge clears any entrance exam (JEE/NEET/State Board exam) with a good AIR, then Altus Knowledge holds the right to use his name, display picture, marks, rank, course name on its social media platforms and for other marketing activities like newspapers, banners, pamphlets, leaflets, etc.

For clarity, in the Terms, 'we', 'our' and 'us' means the Altus Knowledge Team Members and 'you' and 'your' means any natural or legal person who uses the Website and each entity on whose behalf the user acts. 'Content/material' refers to any text, image or anything found on the website. Unless otherwise defined in the Terms, 'Website' refers to [www.altusknowledge.co.in](http://www.altusknowledge.co.in)

- a. We have authority to grant or deny right of access to data and accounts for any users. The contents, information, material include on this site to the full extent permissible by applicable law.
- b. We reserve the right to modify the terms and conditions of the service without any prior notification. The users are advised to regularly review the terms, if any user does not agree with the terms and conditions then such user must not visit this site or register with the site.
- c. The web site contains information about various academic programmes offered by ALTUS KNOWLEDGE as well as about various examinations that are conducted by them. THE INFORMATION AVAILABLE ON THIS SITE is for general information purpose.
- d. The user of this site has the sole responsibility for adequate protection and back-up of data and/or equipment used in connection with the site. Any damage to your computer from the use of this site or from download of any material is done at your discretion and risk.
- e. No charge is made by us for your use of the Website. However, you should be aware that local telephone call charges, at rates as publicised by your telephone operator, may apply.
- f. We hold the ownership rights, on all the content available on the website and make no warranty that the service will be uninterrupted, timely, secure or error-free.
- g. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- h. We welcome suggestions of the users on the website for improvement of its contents, material, and information however the same shall not be paid.
- i. The contents of the page of this website is for your general information and use only and is subject to change without any notice. We will not be held responsible for the authenticity of views and comments of users on the website.
- j. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We accept no responsibility for the content of the linked website(s).
- k. The User agrees to provide authentic and true information. We reserve the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found untrue/doubtful (wholly or partly), We have the right in its sole discretion to reject the registration and debar the User from using [www.altusknowledge.co.in](http://www.altusknowledge.co.in).
- l. The users are prohibited from using any of the marks or logos appearing in the site without permission from us
- m. Your use of this website and any dispute arising out of such use of the website is subject to the Jurisdiction of Lucknow, India.

## **2. Conduct on Website**

Using the Site

You agree to abide by all applicable laws, regulations and codes of conduct (including self regulatory) and you agree to be solely responsible for all things arising from your use of the Website. You agree not to post, email, or otherwise make available Content:

- a. that is unlawful, harmful, threatening, abusive, harassing, defamatory, libellous, invasive of another's privacy, or is harmful to minors in any way;
- b. that is pornographic, political and racist in nature
- c. that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. that impersonates any person or entity, including, but not limited to an employee, or falsely states or otherwise misrepresents your affiliation with a person or entity;
- e. that includes personal or identifying information about another person without that person's explicit consent;
- f. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- g. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- h. that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement. User are not permitted to copy, download, digital imaging and screen capture any content (Videos, images etc.)
- i. that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by Indian law.
- j. External links are allowed to authoritative subject oriented Wikipedia articles if necessary and are generally not allowed that are directly/indirectly meant for promotional/advertising/unnecessary purposes.
- k. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- l. Forum is any area, site or feature offered as part of the Website (including without limitation discussion forums, message boards, blogs, chat rooms, emails or personal messaging features) that enables You (a) to upload, submit, post, display, perform, distribute and/or view User Content, and/or (b) to communicate, share, or exchange User Content with other Website members or other Website visitors. You acknowledge that Forums, and features contained therein, are for public and not private communications. You further acknowledge that anything You upload, submit, post, transmit, communicate, share or exchange by means of any Forum may be viewed on the Internet by the general public, and therefore, You have no expectation of privacy with regard to any such submission or posting. You are, and shall remain, solely responsible for the User Content you upload, submit, post, transmit, communicate, share or exchange by means of any Forum and for the consequences of submitting or posting same.
- m. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

- n. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.
- o. The users are not permitted to mention any coaching institute or its courses directly/indirectly on the website.
- p. Students shall not post any personal information on the website.

### **3. Disclaimer of Warranties**

You agree that use of our site and the service is entirely at your own risk. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. We disclaim any warranties for the security, reliability, timeliness, accuracy, and performance of the Web site and the service.

### **4. General Information**

The Terms and the relationship between you and ALTUS KNOWLEDGE shall be governed by the Indian laws without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within Lucknow, India. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **5. Violation of Terms and Liquidated Damages**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for us to pursue legal action to enforce these Terms, you will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates damages for the specified breaches of these Terms: If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent(4) you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms , you agree to pay ALTUS KNOWLEDGE fifty thousand rupees (Rs 50,000) for each such message.

### **6. Intellectual property rights**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all our intellectual property rights are reserved.

### **7. Licence to use website**

You may view, download for caching purposes only, and print pages from the website, provided that: (a) you must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system; (b) you must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent; (c) you must not edit or otherwise modify any material on the website.

### **8. Limitations of liability**

The information on this website is provided free-of-charge, unless otherwise specified and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. While we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill). Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website, whether arising in contract, or otherwise – including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings. However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

#### **9. Entire agreement**

These terms and conditions, together with our privacy policy constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

#### **10. User Created Content**

ALTUS KNOWLEDGE is not responsible for any content uploaded by its users and does not endorse any user defined information. Users may not create or upload any vulgar, threatening, abusive, libelous, defamatory, obscene, pornographic, destructive, malicious, or otherwise unlawful content of any kind. Users may not upload any information that would be in violation of local, state, national, or international law.

#### **11. Reporting of Violations**

Please report any violation of these terms to: [altusknowledge@gmail.com](mailto:altusknowledge@gmail.com)

#### **12. Assignment**

You shall not assign any of your rights or obligations under these Terms without our prior written consent. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms upon notification to you.

#### **13. Waiver**

Our failure to exercise or enforce any of our rights in connection with these Terms shall not constitute a waiver of any such right unless acknowledged and agreed to by us to you in writing.

#### **14. 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.

#### **15. Law and jurisdiction**

This notice will be governed by and construed in accordance with the Indian law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of Lucknow, India.

#### **16. Purchase of our Online courses**

Our courses are only available for sale only at [www.altusknowledge.co.in](http://www.altusknowledge.co.in) & [www.altusknowledge.com](http://www.altusknowledge.com) Purchase of courses on any other website/URL shall be null & void.

### **Terms and Conditions For DVD**

1. If the DVD is misplaced/destroyed/failure of performance/omission/interruption/defected/delay in operation or transmission/computer virus/communication line failure/theft or destruction or unauthorized access to/alteration of/or use of record/whether for breach of contract/after received by the user, the company is not liable for it.
2. We check the working condition of the DVDs before sending out to you so in case of a replacement , the non-workable condition has to be verified by us.
3. No shipping cost is included.
4. Altusknowledge.co.in holds the license to the contents of this video. This educational video has been provided to you for private home viewing purposes only and is protected under the Indian Educational Rights. Any unauthorized duplication, public screening or using the video for business purpose is strictly prohibited and will be dealt with in the most severe manner which includes imprisonment and a heavy fine.

### **SPECIFIC TERMS**

If a user chooses to purchase any of Altus Knowledge Programs/Products or services (the “Paid Services”), the following additional terms and conditions will apply. If the user is a minor, he/she must purchase the Paid Services through a parent or lawful guardian. Altus Knowledge has the right to presume that user has lawfully represented his/her capacity to subscribe to a Paid Service whether directly or through a parent or guardian.

- **Registration**

To gain a greater level of access, User must be authorised by Altus Knowledge and once authorised, the User will select a password, and be assigned an ID. Each User is expressly prohibited from using another User's ID without such person's authorization. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of that User's authorisation. Each User shall be solely responsible for maintaining the confidentiality of his/her password. Each User shall immediately notify Altus Knowledge of any known or suspected unauthorised use(s) of his/her account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of his/her confidential information.

- **Purchasing and Ordering Terms**

In purchasing a Paid Service, User understands and agrees to the terms below. If User does not understand and agree with these terms, User should not place an order for a Paid Service.

- **Pricing**

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURATE PRICING OF THE PAID SERVICES FEATURED ON OUR WEBSITE. THE GOVERNMENT LEVIES MAY CHANGE AND SUCH LEVIES SHALL BE APPLICABLE AT THE RATE PREVAILING ON THE DATE ON WHICH YOU MAKE THE PAYMENT. YOU AGREE THAT ALL PAID SERVICES PURCHASED BY YOU THROUGH THIS WEBSITE ARE PROVIDED BY ALTUS KNOWLEDGE ON "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND FROM ALTUS KNOWLEDGE.

- **Payments**

User may choose amongst the various payment options available at the Website. If User chooses to make payment through credit card/debit card/net banking or through any other electronic mode, User understands and agrees that when User approaches or is guided to third-party gateways for payment, Altus Knowledge shall not be liable for the information provided by the User (credit card number, debit card information, bank account detail or any personal information) to the third-party.

User understands and agrees that when he/she makes payment through any physical mode, User shall not make any payment in cash to any officer/employee/agent or affiliate of Altus Knowledge. User may note that Altus Knowledge does not accept payments in cash. User and not Altus Knowledge shall be responsible for any cash payment.

Cheque/DD shall be made in favour of 'AltusKnowledge.co.in' and shall be payable at any nearest branch

User shall make the payment so that the Cheque/DD reaches Altus Knowledge within 10 days of placing the Order.

Altus Knowledge has no obligation to activate the Paid Services or to give any credit to the User for the amount not received and realized in its account for whatever reasons. Returned cheques will incur a Rs. 250/- charge to cover banking fees and administrative costs. In an instance of a Returned cheque, Altus Knowledge reserve the right to terminate the Paid Services forthwith and, all future transactions shall be by Demand Draft, Credit Card/Debit Card or Net banking only.

- **Complimentary Features**

Company may provide some complimentary feature(s) with any paid service. These complimentary feature(s) may be subject to such limitations and restrictions, as per the policy of the company, as ammended from time to time. Company reserves the right to withdraw or modify any or all of complimentary feature(s) provided with any product/package at any time at its sole discretion, without recourse to user.

- **Cancellation and Refund Policy**

As of now Altus Knowledge does not provide any option for cancellation of Paid Services that User has purchased or subscribed. Once a Paid Service has been purchased by a User, Altus Knowledge cannot provide any refund, either totally or partially. User should go through the free demos and/or free to use contents/programs/services before the User subscribes to or purchases any Paid Services from Altus Knowledge.

### **Payment Methods**

You can make the payment by following methods:

- Debit/Credit Card
- Net Banking
- EMI Payments
- Paytm Wallet
- NEFT