## **TERMS AND CONDITIONS**

This website is operated by the Indian Society for Technical Education Students' Chapter MANIT (ISTE SC MANIT). The terms "we", "us", and "our" refer to ISTE SC MANIT throughout this site. ISTE SC MANIT offers this website to the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site or using any part of our site, you are agreeing to the following terms and conditions ("Terms of Service", "Terms"). These terms and conditions apply to all users of this site including without limitation users. If you do not agree with anything in the terms and conditions then you may not access the website.

We reserve the right to update, change, or replace any part of these terms and conditions by posting any updates and/or changes to our website. You may review the most current version of the terms and conditions any time you want. If you use this site after any changes in the terms and conditions, it constitutes acceptance of those changes.

## **SECTION 1 – GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time. Your content except credit card information may be transferred unencrypted and involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion on the website or any contact on the website through which the service is provided, without express permission by us.

# SECTION 2 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or timelier sources of information. Any reliance on the material on this site is at your own risk.

## **SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices are subject to change without notice.

We reserve the right at any time to modify or discontinue anything on our site.

We shall not be liable to you or any third-party for any modification, price change, suspension, or discontinuance.

#### SECTION 4 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete, and accurate account information for all payments. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that we can complete your transactions and contact you as needed.

### **SECTION 5 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, add any new information through the website. Everything included in the site even after changes shall also be subject to these Terms of Service.

#### **SECTION 6 - THIRD-PARTY LINKS**

Certain content available on our site may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

# SECTION 7 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **SECTION 8 - PERSONAL INFORMATION**

Your submission of personal information is governed by our Privacy Policy.

# **SECTION 9 - ERRORS, INACCURACIES, AND OMISSIONS**

Occasionally there may be information on our site that contains typographical errors, inaccuracies, or omissions that may relate to the descriptions and pricing. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information on the website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website should be taken to indicate that all information on the website has been modified or updated.

#### **SECTION 10 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website, other websites, or the Internet. We reserve the right to terminate your use of the website for violating any of the prohibited uses.

## SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our website will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the website will be accurate or reliable.

You agree that from time to time we may remove the website for indefinite periods, without notice to you.

You expressly agree that your use of, or inability to use, the website is at your sole risk. The website delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ISTE SC MANIT, our executives, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from you using the service, or for any other claim related in any way to your use of the website, including, but not limited to, any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of the website or any content posted, transmitted, or otherwise made available, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 12 - INDEMNIFICATION**

You agree to indemnify, defend and hold ISTE SC MANIT harmless and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

### **SECTION 13 – SEVERABILITY**

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

# **SECTION 14 - TERMINATION**

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our website (or any part thereof).

### **SECTION 15 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site constitute the entire agreement and understanding between you and us and govern your use on the website, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 16 - GOVERNING LAW**

These Terms of Service and any separate agreements shall be governed by and construed following the laws of India and jurisdiction of Bhopal, Madhya Pradesh

### **SECTION 17 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use or access to our website following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

# **SECTION 18 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at istescmanit@gmail.com