

# **Terms & Conditions**

## **I.GENERAL**

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Stallion Overseas Consultants' relationship with you in relation to this website/mobile and the product which you purchase through this website/mobile. The term 'Stallion Overseas Consultants' or 'us' or 'we' refers to the owner of the website/mobile. The term 'you' refers to the user/viewer of our website.

This Agreement is an electronic record in terms of the Information Technology Act, 2000, generated by a computer system, and does not require any physical or digital signatures.

## **II.ABOUT US**

**The use of this platform and the products purchased on this platform is subject to the following terms of use:**

1. The content of the pages of this platform is for your general information and use only. It is subject to change without notice.
2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this platform for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Your use of any information or materials on this platform is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products or information available through this platform meet your specific requirements.
4. This platform 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. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
5. All trademarks reproduced in this platform which are not the property of, or licensed to, the operator are acknowledged on the website. No use of the intellectual property owned or licensed to Stallion Overseas Consultants may be used without our prior written authorization.
6. Unauthorized use of this platform may give rise to a claim for damages and/or be a criminal offense.
7. From time to time, this platform 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 have no responsibility for the content of the linked website(s).

8. You may not create a link to this website from another platform, any other lead source, or document without Stallion Overseas Consultants' prior written consent.
9. Your use of this platform and any dispute arising out of such use of the platform is subject to the laws of India or other regulatory authority.
10. Your use of our products and services provided herein is solely for your personal and non-commercial use. Any use other than for personal purposes is prohibited. Your personal and non-commercial use of our services shall be subjected to the following restrictions: i) You may not decompile, reverse engineer, or disassemble the contents of our products, or (c) remove any copyright, trademark registration, or other proprietary notices from the contents of our products. ii) You will not (a) use our product or service for commercial purposes of any kind, or (b) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use our products and services in any way that is unlawful or harms Stallion Overseas Consultants or any other person or entity as determined by Stallion Overseas Consultants.
11. Stallion Overseas Consultants products and/or services, including the Stallion Overseas Consultants application and content, may not be compatible with all devices. Stallion Overseas Consultants shall not be obligated to provide workable products and/or services for any phones/tablets unless stated otherwise.
12. Stallion Overseas Consultants or any of its subsidiaries or content partners shall have no responsibility for any loss or damage caused to a tablet, phone, or any other hardware and/or software, including loss of data or effects on the processing speed of the tablet, resulting from the use of our products and services.
13. In no event will Stallion Overseas Consultants be liable for damages of any kind, including without limitation, (i) indirect, punitive, special, exemplary, incidental, or consequential damage (including loss of business, revenue, profits, use, data, or other economic advantage, loss of programs or information), or (ii) direct damages in excess of the amount paid to Stallion Overseas Consultants for the product and/or service, arising out of the use of, misuse of, or inability to use, or errors, omissions, or other inaccuracies in the Site or the products and/or services, or any information provided on the Site. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, in such instances, some of the above limitations may not apply to the User.
14. Stallion Overseas Consultants may also contact the user through SMS, email, and call to give notifications on various important updates. Therefore, User holds Stallion Overseas Consultants non-labile to any liabilities including financial penalties, damages, expenses in case the user's mobile number is registered with the Do Not Call (DNC) database.
15. You hereby indemnify, defend, and hold Stallion Overseas Consultants' distributors, agents, representatives, and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers, and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities, and costs arising from your use of our product.
16. In the event of a breach of the terms and conditions of this Terms of Use by the User, the User shall be promptly liable to indemnify Stallion Overseas Consultants for all the costs, losses, and damages caused to Stallion Overseas Consultants as a result of such a breach.
17. In the event of your breach of these Terms of Use, you agree that Stallion Overseas Consultants will be irreparably harmed and will not have an adequate remedy in money or damages. Stallion Overseas Consultants, therefore, shall be entitled in such an event to obtain an injunction against such a breach from any court of competent jurisdiction immediately upon request. Stallion Overseas Consultants' right to obtain such relief shall not limit its right to obtain other remedies.
18. Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to use our products or services. Persons who are minors, undischarged insolvent, etc., are not eligible to use our products or services. As a minor, if

you wish to use our products or services, such use shall be made available to you by your legal guardian or parents. Stallion Overseas Consultants will not be responsible for any consequences that arise as a result of misuse of any kind of our products or services that may occur by virtue of any person, including a minor, using the services provided. By using the products or services, you warrant that all the data provided by you is accurate and complete and that you have obtained the consent of a parent/legal guardian (in case of minors). Stallion Overseas Consultants reserves the right to terminate your subscription and/or refuse to provide you with access to the products or services if it is discovered that you are under the age of 18 years and the consent to use the products or services is not made by your parent/legal guardian or any information provided by you is inaccurate.

19. Users of this platform shall not host, display, upload, modify, publish, transmit, update, or share any information that:

- a) belongs to another person and to which the user does not have any right;
- b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- c) harms minors in any way;
- d) infringes any patent, trademark, copyright, or other proprietary rights;
- e) violates any law for the time being in force;
- f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) impersonates another person;
- h) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer resource;
- i) threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents the investigation of any offense or is insulting to any other nation.

20. We respect your right to privacy concerning any personal information provided to us. To understand how we collect and use your personal information, please see our Privacy Policy. The Privacy Policy is an essential part of these Terms and Conditions, and the clauses therein are not repeated here for the sake of brevity.

21. We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under any contract when caused by events that are beyond Stallion Overseas Consultants' reasonable control or on account of force majeure.

### **III. TERM & TERMINATION**

- This Agreement will remain in full force and effect until terminated, for using the platform or purchasing the products in any form or capacity. Provided, we have the right to immediately terminate your access or usage and remove non-compliant information or material, in case of non-compliance with the terms and conditions or our privacy policy.
- The User shall be obligated to clear any dues with us for any of its services which you have procured. Stallion Overseas Consultants shall not be liable to you or any third party for any termination of your access to the services.

### **IV. GOVERNING LAW (Vadodara, Gujarat)**

- The jurisdictional court of Vadodara, Gujarat shall have sole jurisdiction over any claim arising from, or related to, a visit to/use of the platform or purchase of the products. In case you are from a different country, we retain the right to bring proceedings against you for breach of any of the terms and conditions in your country of residence, country of use, or

other relevant country. The laws of Vadodara, Gujarat govern this Agreement and these terms and conditions of use of the platform or purchase of the products.

- Stallion Overseas Consultants accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India, and the mere fact that the platform can be accessed or used in a country other than India will not imply that we accede to the laws of such country.

## **V. Stallion Overseas Consultants Scholarship Terms & Conditions**

- The reward will be processed once you pay the deposit at the university and receive your Visa.
- The scholarship amount is to be determined on the basis of your application and overall profile.
- Selection for the scholarship to be solely at the discretion of the Stallion Overseas Consultants jury and corresponding guidelines.

## **VI. Payments**

- Stallion Overseas Consultants does not require you to make payments for any purposes in any individual's bank accounts. Any payments for any purpose including purposes of applications, deposit, tuition fee payments, or to purchase any service packages offered by Stallion Overseas Consultants must be made through the official Stallion Overseas Consultants payment channels or specific university payment accounts, as the case may be.

## **VII. Inbox (Important)**

We create custom email IDs to enhance your overall study abroad journey. This ID is used to submit and track your applications to global universities. Alongside, you can receive the latest updates regarding intakes and candidature from top university representatives. Visit the Inbox section in your dashboard or on the app to view and reply to university emails. Stallion Overseas Consultants has “read-only” access which is used to provide real-time updates across all your applications and make your study abroad journey hassle-free. Stallion Overseas Consultants will not reply to or communicate with the university or any other entity through your ID. Through this email id, we would not be accessing or sending to any third party any of your personal information without your consent.

## **User-generated Content Terms of Use**

Please read these Terms of Use carefully, as they apply to your submitting content to Stallion Overseas Consultants social networks, websites, and other forms of media (“User-generated Websites”).

Stallion Overseas Consultants owns and/or operates various User-generated Websites that permit users to submit, post, publish, tag, or upload (“Submit”) content, which may include, but is not limited to, comments, graphics, information, photos, reviews, text, videos, or any combination thereof (collectively, “Content”).

When you Submit Content to a User-generated Website, you accept and agree to be bound by these Terms of Use, which form a legally binding agreement between you and Stallion Overseas Consultants. If you do not want to be bound by these Terms of Use, do not Submit Content.

In particular, but without limitation, you confirm the following:

- You are granting Stallion Overseas Consultants and its affiliates the right to use your Content on their social networks, websites, and other forms of media described below, indefinitely;
- You created the Content or have permission from the creator of the Content to grant the right to use the Content;
- You have all necessary rights and permissions to grant the right to use the Content with respect to all individuals appearing in the Content;
- You are at least 18 years of age.

Further, we may amend these Terms of Use at any time. Your continued use of the Website is considered acceptance of the amended Terms of Use.

## **Content**

When you Submit your Content, you authorize Stallion Overseas Consultants and its affiliates a non-exclusive, fully paid-up, irrevocable, perpetual, royalty-free, worldwide license (including the right to sublicense through multiple tiers) to use, adapt, display, distribute, modify, process, prepare derivative works, publicly display, publicly perform, publish, reproduce, and transmit your Content, in part or in full, in any form, medium, or distribution method, for any purpose, including without limitation, any purpose relating to the advertising, marketing, and promotion of Stallion Overseas Consultants' goods and services. These uses may include, but are not limited to, posting your Content on social networks or websites, transmitting your Content via emails, displaying your Content on computers or mobile devices, or reproducing your Content in print.

Any Content you Submit is, and will be treated as, non-confidential and non-proprietary. Stallion Overseas Consultants may use any Content you Submit and reproduce it for any purpose. Specifically, Stallion Overseas Consultants is free to use for any purposes whatsoever (including, but not limited to, the advertising, developing, manufacturing, and marketing of products and services) any artwork, concepts, ideas, or suggestions contained in any Content you Submit. Any such use is without compensation to you. By Submitting Content, you are also warranting that you own the Content Submitted and that Stallion Overseas Consultants' use will not violate any third party's rights or otherwise place us in breach of any applicable laws. Stallion Overseas Consultants is under no obligation to use the information Submitted. You understand that Stallion Overseas Consultants employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your Content and that Stallion Overseas Consultants is only willing to consider the Content on these terms.

To request removal of your Content from Stallion Overseas Consultants User-generated Websites, please email [info@stallionoverseas.co](mailto:info@stallionoverseas.co). You must include a link to the Content you wish to have removed. Stallion Overseas Consultants will use reasonable efforts to remove the Content within ten business days of your request.

## **Website Terms of Use**

In addition to these User-generated Content Terms of Use, you agree to be bound by Stallion Overseas Consultants' Website Terms of Use above.