

Terms and Conditions

INTRODUCTION

This Agreement contains the complete terms and conditions that apply to you in joining, buying, and all other activities you will make in our website. By using or shopping from this Web site, you agree to be bound by its terms of use and shall comply thereof. This Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and computer programs provided by or through the Site, and the subject matter of this Agreement. APTOINN may unilaterally amend or supplement this Agreement from time to time on notice as permitted in the manner described in this Agreement, and your continued use of the Service shall constitute your acceptance of such amendments. Agreement posted on the Site reflects the latest agreement and you should carefully review the same before you use our site.

DESCRIPTION OF SERVICE

The Service consists of the provision by APTOINN to you of access to the www.aptoinn.com Educational Community Site, which provides tools to you that will enable you to view online content (in the form of text, images, video, flash), take online tests, learn from educational materials posted, discuss with faculty and other users, send your message to colleges etc. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the terms and conditions of this Agreement. The Service may not be used for any purpose not expressly permitted by this Agreement. You may not reproduce, copy, duplicate, sell or resell any part of the Service.

WEB SITE ACCESS

IT IS NOT NECESSARY TO REGISTER WITH US IN ORDER TO USE MOST PARTS OF THIS WEBSITE. [HOWEVER, PARTICULAR AREAS OF THIS WEBSITE WILL ONLY BE ACCESSIBLE ONLY IF YOU HAVE REGISTERED].

REGISTRATION

You agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to APTOINN, to keep it accurate, current and complete; and (d) be responsible for all use of your account and for any actions that take place using your account. If you provide any information that is untrue, inaccurate, not current or incomplete, or APTOINN has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, APTOINN has the right to suspend or terminate your account and refuse any and all current or future use of the Service. You are responsible for all activity occurring on your account and shall abide by all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy. You agree to immediately notify APTOINN of any unauthorized uses of the account or any other breaches of security. APTOINN cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

All user names and passwords remain the property of APTOINN and may be canceled, changed or suspended at any time by APTOINN without notice. APTOINN is not under any obligation to verify the actual identity or authority of the user of any user name or password.

USE OF WEBSITE & PROHIBITIONS

This Website may be used for your own private purposes and in accordance with these terms of use. You may print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.

The Site allows you to shop online, join courses, and appearing for mock tests . However, you are prohibited to do the following acts, to wit: (a) posting of an items in inappropriate category or areas on our sites and services; (b) collecting information about users' personal information; (c) manoeuvring the price of any item or interfere with other users' listings; (d) post false, inaccurate, misleading, defamatory, or libellous content; (g) take any action that may damage the rating system.

For you to complete the sign-up process in our site, you must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process. You must be responsible for keeping your password secure and be responsible for all activities and contents that are uploaded under your account. You must not transmit any worms or viruses or any code of a destructive nature.

VISITOR PROVIDED MATERIAL

Any material that a visitor to this Website sends or posts to this Website shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our **Privacy Policy**

When using this website you shall not post or send to or from this Website any material:

for which you have not obtained all necessary consents; that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the

United Kingdom; which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

USE OF FORUMS

You agree to: (a) provide your correct information while sending some message at various forums on www.aptoinn.com; (b) you agree to use proper, parliamentary language in the forum; (c) you agree to not to use language which is abusive or which can hurt feelings of any gender, region, religion etc; (d) you agree to report to www.aptoinn.com as soon as you find any such uses (e) you agree to use this forum in most legitimate way; (e) you agree and understand that forum is for discussion of educational material and you agree to provide information as per best of your understanding and knowledge

INKS TO AND FROM OTHER WEBSITES

Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed: you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

you do not misrepresent your relationship with this website; and the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

PAYMENTS AND PROCESSES OF INVOICES

aptoinn has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by aptoinn prior to the latter's acceptance of an order. payment for the products and services shall be made by Cheque, credit card, or wire transfers. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. An order may be invoice separately. aptoinn has all the discretion to cancel or deny orders. aptoinn is not responsible for pricing, typographical, or other errors in any offer by aptoinn and reserves the right to cancel any orders arising from such errors.

CLASS ROOM COACHING:

Terms and Conditions for Receipt:

- By joining the Course, for the period of the course you have to abide by the rules and regulations of our institution.
- Class room timing, Venue /Branch, Staffs are subject to change, but we will give prior information either by person or through phone/sms.
- There is no dress code, however students has to wear Formal/Casual Clothing and students has to follow Basic Disciplines
- Only Study Materials i.e. Books will be issued, no drawing materials will be given.
- By registering alone you are not entitled to get the seat for the class, you have to pay the total balance amount to get it.
- Due to unforeseen situation or natural calamity, the classes can be cancelled and Aptoinn will not take any responsibility.
- Under any circumstance, payment will not be refunded.
- Students themselves has to come to the weekly outdoor sketching activity Aptoinn will not take responsibility of the students or safety aspects it's up to the parents/guardians to ensure it.
- Its Students responsibility to ensure that they get the receipt for the payments and Study Materials and mock test (whichever applicable).
- If the payment made by cheque is dishonored by the bank it will be treated as nonpayment. You are subject to disenrollment
- Study Materials are copy rights under no circumstance, students should reproduce it in any form. If found you are subject to disenrollment.

Specific terms related to class – room coaching regular:

The location of conduct of classes, batch timings, duration of class hours, Fees, number of days of conduct of classes & shuffling of days of conduct of classes are subject to changes by the admin without prior written notice & the intimation may be oral or published in the website subject to the convenience of the admin.

Specific terms related to Class – room coaching Special

The location of conduct of classes, batch timings, duration of class hours, Fees, number of days of conduct of classes & shuffling of days of conduct of classes are subject to changes by the admin without prior written notice & the intimation may be oral or published in the website subject to the convenience of the admin.

In case there are no registrations made to the required number by the admin, the class room special program will be converted to online – coaching with intimations to the students.

Specific terms related to Online – mock – test:

Interruptions allowed is only 3 times, and more than which the session will expire.

When server is busy – we are not liable

Internet being slow – we are not liable

If any fraudulent activity is suspected, your access will be denied

The number of test committed will be allowed, but the entire session will be valid only for a period of 3 months from the date of payment.

Specific terms related to Study materials

Conditions on date of payment, dispatching, courier charges to be paid by the receiver, any mode of duplication or reproduction of the book is a crime,

REFUND POLICY

We do not have to provide a refund if you have changed your mind about a particular purchase or particular program (i.e Regular or Special class room caching program) , so please choose carefully. We will not entertain change of branch normally but it would be the discretion of the aptoinn admin to make the branch change.

The violation of any of the terms and conditions by the Subscriber shall be adequate grounds for cancellation of the Service, and no liability shall befall APTOINN to refund the fees already paid, either in full or in part. Once the payment has been realized no refund / cancellation will be made on any ground, including non-usage of the Service. No scholarships applicable in case of Online payment, unless it is a special discount. The information from or through the Service is provided on “AS IS” basis. APTOINN, affiliates , associates and permitted assigns shall not be liable, at any time for damages arising from sudden change/addition in the syllabus, testing pattern, marking pattern, analysis reports, guidance notes, explanations, announcement of exam dates or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission or through downloadable material and or software(s) and tools, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. The Subscriber agrees that APTOINN Private Limited has no responsibility or liability arising from factors including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by the Service, and that no compensation is or shall be payable whatsoever with respect to the aforesaid by APTOINN. APTOINN MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

RISK OF LOSS

All items purchased from our website are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT PRICING & DESCRIPTIONS

The List Price displayed for study materials, class room courses and mock tests on our website represents the full retail price listed on the product itself, estimated in accordance with standard industry practice;

EDITING, DELETING AND MODIFICATION

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. YOUR CONTINUED PARTICIPATION IN OUR PROGRAM, VISIT AND SHOPPING IN OUR SITE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

ACKNOWLEDGMENT OF RIGHTS

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to the Program except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble

or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

FRAUD

FRAUDULENT ACTIVITIES are highly monitored in our site and if fraud is detected aptoinn shall resort al remedies available to us, and you shall be responsible for all costs and legal fees arising from these fraudulent activities.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. We make no express or implied warranties or representations with respect to the Program or any products sold and offered in our website (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. This site and its information, contents, materials, products and services are provided on an “as is” and “as available” basis. You and understand and agree that your use of this site is at your own risk.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients, advertisers and suppliers. All information submitted to by an end-user customer pursuant to a Program is proprietary information of aptoinn. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the substantive laws of india including the cyber laws, without any reference to conflict-of-laws principles.

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Chennai ,Tamil Nadu,India, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein.

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.