

## TERMS OF USE

### A. SERVICES OFFERED

This website is used for school products & services for BVM Global Education Trust (known as BVM).

BVM runs the BVM Kids, BVM Global & BVM International schools in India.

**BVM** may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms.

### B. TERMS & CONDITIONS OF SERVICE

BVM provides the facility for education services and products sale through the Internet. BVM rules & regulations apply to all such transactions along with special conditions imposed for Internet based application. Please go through the conditions carefully and if you accept them, you may register and transact on the site. Please note that once you register yourself on the BVM site, you are deemed to have agreed to the terms and conditions set forth below. If you do not agree with all these terms and conditions, you must not transact on this Website. Each time you use our Service you are accepting the practices described in the Privacy Policy, as applicable, at that time.

This agreement constitutes the entire agreement between the user and BVM with respect to this Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and BVM with respect to this 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 this agreement is made between:

BVM (“Us”) and The User (“You”), the individual, whose details are set out in the User Registration page.

Scope of Service: BVM makes no guarantee that any service will be uninterrupted, timely, secure or error-free.

#### Rules Governing transactions through the Website/Internet:

All rules and regulations applicable for application to BVM will also apply to Online Application through the Internet.

Confirmation of Submission on Application and Payment: Your purchase will be confirmed online, after you completely fill the Online Registration Form & make payment of product price or service fee successfully. Further, the system will issue you a unique Transaction ID for future reference. We accept product price and service fee in various modes including credit/ debit card, net banking through payment gateway. The Choice of Payment Mode lies with you. If any one of the mode is not functioning please try the other one available. Processing of Application is subject to realization of payment and the service charges (including GST) from concerned Bank through the Payment Gateway. You will be responsible for all charges, fees, duties, taxes and assessments arising out of your use of this Website.

## YOUR OBLIGATIONS

General Obligations: You shall access our web site only for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site.

Information Provided: The information you provide in the Registration page must be complete and accurate. BVM reserves the right at all times to disclose any information as BVM deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request.

Applicant Responsibility: You confirm to us that you are 18 years of age or above and have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all transactions undertaken using your password through our service. You confirm that you are the authorized holder of the credit card or the original account holder used in the transactions you make using the site and you alone use the "id" and "password" you have created in the site. BVM will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for payment for application fee on this site.

## Usage

You agree and warrant that you will not use the Services in a manner that is illegal or otherwise inconsistent with the Terms. In addition, you will not use the Services in a manner that deems objectionable by us. We reserve the right to restrict, suspend, or terminate your access to the Services at any time without notice for any reason, in our sole discretion. You agree that you will only access the Services through the Website, ecommerce marketplace. You agree not to do any of the following:

- attempt to decipher, decompile, disassemble or reverse engineer or otherwise hack the Services or any software used to provide the Services;
- attempt to breach any security or authentication measures of the Services;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any other third party to protect the Services or the Content;
- use the Services or the Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- take any actions that damage or tamper with the Services;
- interfere or attempt to interfere with other users' use of the Services;
- impersonate or misrepresent your affiliation with any person;
- violate any applicable law of regulation; or
- encourage or enable any other individual to do any of the foregoing.

We will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we has no obligation to monitor your access to or use of the Services or the Content, but has the right to do so for the purpose of operating the Services, to

ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. BVM reserves the right, at any time and without prior notice, to remove or disable access to the Services or any Content, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Services.

### Limited Warranty

TO THE FULLEST EXTENT POSSIBLE BY LAW, BVM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL OPERATE ERROR-FREE, BE AVAILABLE, OR THAT THE SERVICES AND BVM'S SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, WE ARE NOT RESPONSIBLE FOR THOSE COSTS. EXCEPT FOR ANY LIMITED WARRANTIES IN THE USER GUIDE AND OTHER PACKAGING MATERIALS INCLUDED WITH YOUR BVM PRODUCTS AT THE TIME OF PURCHASE, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND AND BVM, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BVM MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT IN THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability: BVM shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the web site.

Accuracy of Information: We shall use reasonable endeavors to check the accuracy of the information published on this web site. We give no warranty as to the accuracy of such information given on our web site and reserve the right to amend and vary the contents of this web site from time to time without notice. BVM Sites/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of BVM and BVM is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

Exclusion of Liability: We shall not be liable to you for any of the following types of loss or damage arising out of your use of our web site and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the web site and this service):

- i. Loss of revenue, business, anticipated savings or profits; or
- ii. Any indirect or consequential loss howsoever arising.

Force Majeure: We shall not be liable to you in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond our reasonable control.

### Indemnity

You agree to defend, indemnify, and hold harmless BVM its associates, , subsidiaries, affiliates, and their respective officers, Trustees, directors, successors, subsidiaries, contractors, technology providers, advertisers, employees and agents, from and against any claims, actions, losses, costs, liability or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from

(i) Your use of the Services, (ii) Your breach of these Terms, including Your representations and warranties herein or (iii) Your violation of any applicable laws. BVM reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of BVM.

BVM will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Disclaimer: BVM is not responsible for wrong application due to incorrect details furnished by the user.

### Governing Law

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Chennai, Tamil Nadu, India.

Who can I ask if I have additional questions? : Do contact us at [info@bvmglobal.org](mailto:info@bvmglobal.org)

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