

## **Terms and Conditions**

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We reserve the right to modify, alter, update, or remove portions of these Terms of Use at any time, so please check these Terms of Use and our Privacy Policy from time to time. Your continued use of the Website signifies your acceptance of any changed items. If you do not agree with our Terms of Use, your sole remedy is to discontinue your use of the Website. The failure of Deccansoft Software Services to enforce these Terms of Use, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

### **Privacy**

Our Privacy Statement is a part of this Agreement and its terms are incorporated by this reference. Please read it now by clicking on "Privacy Statement". The statement explains how certain information about you may be used. You acknowledge and agree that Deccansoft Software Services may exchange, use and store information about you and your orders in accordance with our Privacy Statement.

### **License to Use the Site:**

Deccansoft Software Services hereby grant you the right to non-exclusive, non-transferable, limited right to access to view and use the Site solely for the purpose of online training in accordance with the Agreement. Unless otherwise specified, the Website is for your personal and non-commercial use. You cannot take the print of any screen or you cannot download any video on your PC. You shall not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software training, products or services obtained from this Website. You may download and print copies of these Terms & Conditions. Deccansoft Software Services reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Site with or without notice and also can take a legal action.

### **Intellectual Property Rights**

(a) The Website and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material, and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Website for your non-commercial use only. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted, are reserved by the Company.

(b) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows: (i) You may store files that are automatically cached by your Web browser for display enhancement purposes; (ii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; and (iii) if we provide social media features at any time, you may take such actions as are enabled by such features.

(c) You may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; or (iii) access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

(d) The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior

written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

### **Security and Your Obligation for use of Your Password**

We have security measures in place to protect your personal information, including the use of industry-standard encryption technology and internal policies and restrictions regarding the storage of and access to your personal information.

Your account information and profile are password-protected so that you are the only one who has access to your personal information. You can edit your account information and profile by using your logon name and password. We recommend that you follow these guidelines to protect yourself:

- Do not tell anyone your password. If your password has been compromised for any reason, you should immediately change your password.
- Do not respond to unsolicited e-mail by giving your password, even if the e-mail claims to be from us. Deccansoft Software Services will never ask you for your password in this way.
- When you are done using the website, sign out of your account and close your browser window.

No data transmission over the Internet can be guaranteed to be 100% secure. Although we are committed to protecting your personal information, Deccansoft Software Services cannot ensure or warrant the security of any information you send to us or from our online training services. Providing personal information to Deccansoft Software Services is done at your own risk. This site has security measures in place to protect the loss, misuse, and/or alteration of information under our control. The data resides behind a firewall, with access restricted to authorized Deccansoft Software Services personnel.

### **Disclaimer**

You can access the Videos and other content on our website for a limited time period only, you may obtain details about the time period given to you at the email address or telephone number indicated on the website.

The website and the site content are provided "AS IS" without warranty of any kind. Deccansoft Software Services and its associates expressly disclaim all representations or warranties, either express or implied as to the website, site content, training content, including without limitations, implied warranties, title and non-infringement.

Deccansoft Software Services don't make any representations or warranties that:

- The Website or Site Content or any products or services or training sessions purchased from Deccansoft Software Services will meet your requirements or expectations.
- The operation of the Website or the Site Content will be uninterrupted, timely, secure, or error-free or that any errors will be corrected.
- Any particular results will be obtained from the use of the Website or from any products or services purchased from Deccansoft Software Services.
- The Site Content is accurate, correct, or timely.
- The Site Content is updated or otherwise contains current information.
- The Site Content has expired or has been removed from the Website.

THE WEBSITE MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL AND CLERICAL ERRORS DECCANSOFT SOFTWARE SERVICES EXPRESSLY DISCLAIMS ANY OBLIGATION(S) TO UPDATE THIS WEBSITE OR ANY OF THE MATERIALS ON THIS WEBSITE.

### **You're Representations & Warranties:**

You represent and warrant for the benefit of Deccansoft that

- You are at least 18 years of age
- You possess the legal right and ability to enter into this Agreement and make the transaction and charge on your own behalf or on behalf of any person for whom you are acting as agent and/or that you are authorized to use the password required for this Site
- All information that you submit to us is true, accurate and current.

**Electronic Communications, Notices:**

Online training is conducted electronically and you agree that we can communicate with you electronically. For example, we may send you email asking about your experience with Deccansoft Software Services, email notices and other disclosures, and if you forget or lose your password, you agree that we may supply it by email to your computer. However, since email delivery is not infallible, you also agree to contact Deccansoft Software Services for payment details and other information such as passwords of your account. You agree to keep all records relating to your account.

**Submission of Comments, Ideas and Other Information:**

Any comments or information that you provide to Deccansoft, for example feedback or ideas in response to a customer survey regarding the Site, suggestions, ideas, concepts, or other information (collectively, the "Submissions"), shall be deemed, and shall remain, the property of Deccansoft. None of the Submissions shall be subject to any obligation of confidence on the part of Deccansoft, and Deccansoft shall not be liable for any use or disclosure (including publication in any medium) of any Submissions. Without limitation of the foregoing, Deccansoft shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature and shall be entitled to unrestricted use of the Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions.

**Promotions:**

No promotion (e.g., special price discount) is offered by Deccansoft. You agree that offers from non-Deccansoft companies on the Site are solely liable for their promotions and that Deccansoft is not liable. You also agree to comply with all terms of a promotion. Note: some promotions will be subject to other restrictions, including without limitation, time limits that could expire during your visit to the Site. Deccansoft reserves the right to withdraw or refuse to honor any promotion that has been altered or modified - other than by Deccansoft.

**Payment Options:**

Payments are accepted through options as mentioned on the Website. The prices of the training are subject to change without notice. Taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances due to currency fluctuations and market conditions and changes in tax rates.

If a payment is done with your Account, we will assume that you have either paid the amount yourself or have provided information to or received it from someone who is authorized to pay the amount on your behalf. Subject to applicable law, you agree that we may make that assumption and that you will be obligated for that payment. So please protect and guard access to your computer, your password, credit card number and other personal information.

**Cancellation and Refund Policy:**

For Online Training:

We give 15 days money back guarantee to all the premium subscribers of online training.

We give 7 days money back guarantee to all the LPE subscribers of online training.

To qualify for cancellation of admission and refund of subscription fee, from the date of activation the subscriber should not have watched more than 10 videos. Clicking on the video link will be treated as watching the video.

Refund will not done for those subscriptions which are purchased during offer period or at discounted rate.

For Classroom Based Training:

Prior to making payment, you are suggested to take a Demo session and be sure about our offerings. Admission process once completed cannot be cancelled. Once the payment is made, fee cannot be refunded under any circumstances.

You cannot exchange your course for another course.

**Indemnity:**

You agree to indemnify, defend, and hold harmless Deccansoft Software Services and its subsidiaries, affiliates, officers, employees, directors, agents, suppliers and sponsors from and against any and all claims, damages, costs, or other expenses (including reasonable attorney's fees) that arise directly or indirectly out of or from:

- Any breach of these Terms of Use or of any representation or warranty made by you in these Terms Of Use;
- Your activities in connection with the Website or Site Contents.

#### **Links from the website:**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

#### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part (unless you have received the express written consent of the Company's General Counsel). The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website
- Send e-mails or other communications with certain content or links to specific content on the Website
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you
- Cause the Website or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site
- Link to any part of the Website other than the homepage
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of this Policy

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this Policy. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

#### **Miscellaneous, Entire Agreement:**

If any part of this Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. The Agreement (including any related consents or agreements that you provide during your visit to the Site) together with any license or agreement with Deccansoft Software Services delivered in connection with any item acquired via the Site, constitutes the entire agreement between you and Deccansoft Software Services with respect to the Site and that item, and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral or written, between you and Deccansoft Software Services regarding the Site and/or any order you place through it.

#### **International users and choice of LAW:**

This Site is controlled, operated and administered by Deccansoft Software Services from its offices within Secunderabad, India. You may not use the Website or export the materials in violation of any applicable export laws and regulations. If you access this Website from a location outside India, You are responsible for compliance with all local laws.

These Terms and Conditions of Use shall be governed by the laws of India, without giving effect to its conflict of laws provisions. You agree that the appropriate court(s) in Hyderabad, India, will have the exclusive jurisdiction to resolve all disputes arising under these Terms and Conditions of Use and You hereby consent to personal jurisdiction in such forum. These Terms and Conditions of Use constitute the entire agreement between Deccansoft Software Services and You with respect to your use of the Website. Any claim you may have with respect to your use of the Website must be commenced

within one (1) month / with the durations of the training period of the cause of action. If any provision(s) of this Terms of Use is held by a court of competent jurisdiction to be contrary to law then such provision(s) shall be severed from this Terms of Use and the other remaining provisions of this Terms of Use shall remain in full force and effect.

**Your Comments and Concerns**

The Website is operated by Deccansoft Software Services located at 2<sup>nd</sup> Floor, United Buildings, S.D. Road, Secunderabad, INDIA. If you have any questions, please contact us via email at [enquiry@deccansoft.com](mailto:enquiry@deccansoft.com) or mail us at the above address.