

# TERMS OF USAGE SIGNBOARDTUITIONS.COM

1st May 2020

## 1 GENERAL INFORMATION

Welcome to Signboard Tuitions (“Signboard“, “signboardtuitions.com”, “the Service”, “the Services”, “the Plan & Pricing”, “the Website”, “Book Online”), provided to you (“the user”, “you”) by Ajay Jyotheendar Nayar, (“Signboard”, “the Signboard”, “we”, “us”) of mailing address TC 9/1118, “Love Dale”, Mangalam Lane, Sasthamangalam, Trivandrum, India. Your usage of the Services is conditioned by the terms in this document (“Terms of Usage”, “User Terms”).

If you are using the Services given by Signboard as a student/parent without registering an account, only Section 3 “Using Signboard Services as a student/parent”, Section 4 “Uploaded material and Code of Conduct” and Section 5 No warranty”, apply to you. You accept the User terms in this document by checking the box “Accept our user terms [...]” when you register a user account on the Website.

Any personal data that you might disclose to us will be treated and processed in accordance with our Privacy policy, which is applicable when you register your user account, when you use our Services and when you communicate with us.

Persons under the age of 15 may not use the Service without parental consent.

**Please note that we cannot provide our Services to you unless you accept these User terms.**

## 2 USER ACCOUNT AND PASSWORD

To be able to use the Services you must register a user account and sign in to Signboard. **You accept the User terms in this document when registering an account.**

You create your account by going to the Website and selecting “Register”. From the webpage you are taken to, you may provide either provide your personal email to sign up. Tap “Sign Up” to submit your registration. An account can also be created by signing in using your Google or Facebook account.

When creating your user account, the email address you provide will be used to provide the Services to you. Your member login request will be approved by the site administrator and you will be notified via email once your request has been approved. Read more about how we process your personal data in our Privacy policy.

In some cases, we may need to verify the provided user information, in order to make sure that you are an eligible user. **You accept that we share certain personal data of yours, such as name**

and email address, with your school representatives (for example head master, school administrator or similar) for that purpose.

Your user account is private and you may not transfer your account to a third party. **You are responsible for protecting your user name and password** so that unauthorized persons do not gain access to your account. You also accept that **you may not share (deliberately or by carelessness) your user name and/or password with any third parties**, nor let a third party use your account or your access to the Services. If you have reason to believe that an unauthorized third party has gained access to the Services, you are obliged to notify us immediately. We have the right to, but are not obliged to, disable your account if we have reason to believe that a third party has gained unauthorized access to your user account.

### 3 USING SIGNBOARDTUTIONS.COM

The Services are primarily aimed at teachers and students as users. Under the conditions set forth in this Agreement you are given a non-exclusive, non-transferable, revocable, right to use the Service for its intended purposes.

#### 3.1 Using Signboard as a student/parent

A student using Signboard gains access only to select a Pricing Plan available to be attached to the subject that is selected for academic tuition. What personal information the student/parent has to provide is not used in any manner whatsoever to send adverts or offers or spam messages. Signboard has no other purpose to collect and process student personal data apart from sharing information such as changes in class schedule, fee payment reminders, or exam schedules and reminders. Signboard never uses student personal data or contact details for its own use. **The responsibility for ensuring that applicable parties' consent to Signboard collecting and processing personal data for students in order to provide the Service, lies solely on the educational institution and its principal organizer.**

### 4 UPLOADED MATERIAL AND CODE OF CONDUCT

**You are responsible for all user material if any** (please refer to Section 7) or other information or communication uploaded to the Website by you and their compliance with these User terms. **You accept and guarantee** that you will not publish, transfer, distribute or upload any material to the Services that:

- is incorrect, misleading or false
- promotes or encourages illegal activity
- is racist or ethnically offensive and/or agitates against a minority (such as a national or ethnical group)
- is defamatory, in any way sexually offensive or contains pornography

- is an attack on sexual orientation or religious beliefs or in any way discriminating, or
- is harmful, offensive, objectionable or illegal in any way or is a violation of the rights of a third party (inclusive but not exclusively limited to copyrights and trade marks)

**Furthermore, you accept and guarantee** that you will not, and will not allow any third party to:

- use the Services to transfer or upload files or other contents that contains viruses, trojans, corrupted data, malware or other software or programs that can cause damage to computers, equipment or properties,
- use the Services to slander, harass, discriminate or threaten another person or in any other way violate a person's rights,
- distribute or reproduce all of or part of the Services,
- change, separate or decompile any part of the Services, unless it is expressly allowed according to mandatory legislation,
- use software that automatically reads and/or collects data from the Services,
- use the Services to request or encourage another user to violate the regulations in these Terms of usage,
- misuse the Services or use them for any unauthorized or unlawful purpose (including promotion of viruses on the Website or usage of the Services that in any way violates the rights of another person)

The Services may allow you to send messages to other users. **You are responsible for all messages sent by you** through the Services and you guarantee that you will not send messages that violate these Terms of usage, and will not harass or threaten other users.

**Please note that you may not enter any type of sensitive data (special category data)** in the text fields that Signboard may contain. Examples of such data or information could be – but is not limited to - grades, reviews, notes or remarks on social or medical status or development/progress for an individual. For questions on sensitive data or special category data, send us a message on [info@signboardtuitions.com](mailto:info@signboardtuitions.com).

If you receive messages, images or other material that you think might violate these User terms, or if you believe that the Services are being used for illegal purposes or for purposes that are non compliant with these User terms and conditions, please contact us on [info@signboardtuitions.com](mailto:info@signboardtuitions.com) or +91 98807 86600. Signboard reserves the right to immediately remove contents from the Website that it, in its own discretion, finds non-compliant with the User terms or policies published on the Website, or in any other way is harmful to Signboard or its users.

## 5 NO WARRANTY

The Services are provided to you as is and as available. We do not, directly, implicitly or in any other way, guarantee or warrant the access to, quality of, adequacy for a specific purpose or accuracy of the

Services or that the provision of the Service will be uninterrupted or that it is free from bugs, errors, or any other defects. You assume all risk for using, and for any results obtained or liability incurred by or as a result of using, the Service, or from using any information obtained from using the Service, or for failing to access the Service on any occasion.

Except as expressly set out in these User terms all warranties, representations, terms, conditions or undertakings whether implied by statute, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are, to the fullest extent permitted by law, hereby excluded.

## 6 INTERNET CONNECTION AND TECHNICAL ENVIRONMENT

Signboard is a cloud service where the user (student) creates a personal account and purchases a service package as described in the webpage. The Service is hosted by a academician and his wife, residing in Bangalore, India.

The accessibility and functionality of the Services are dependent on several technical aspects out of Signboard's control including, but not limited to, internet access and web hosting and domain control. Signboard takes no responsibility for the functionality of these technical aspects. You hereby accept that situations could arise where the Services may not be accessible for you, such as, but not limited to, various types of technical maintenance and circumstances out of Signboard's control, for which Signboard is never responsible.

## 7 INTELLECTUAL PROPERTY RIGHTS AND USER MATERIAL

### 7.1 Content

**You understand and accept that the Services may contain material supplied by us**, and that such material, in whole or parts of, can be subject to copyright. We (and, as applicable, our licensors) own all right, title and interest in and to the Services, including any data, information, and software therein. Title to the Services, data, information, and software shall vest solely with us and may be protected by copyright, trademark law and/or other intellectual property rights. These Terms of usage do not in any way entail a transfer of title or any other intellectual property rights to Service or its content to you.

We may terminate your right to use the Service at any time in the event of a material breach of one or more of the provisions contained herein, including but not limited to, perceived or actual infringement of any of our and/or our licensors' copyright or other intellectual property rights.

**You agree to respect intellectual property**, such as, but not limited to, copyright, brands, trade marks and company names (registered or not) included or displayed on the Website or that you have gained access to in connection to the Services. The above is also applicable for data compilations and material on the Website that are to be regarded as a database.

**The content of the Website is for private use of the Services only**, and you may not use the contents of the Website in contravention of applicable law or these User terms.

**You receive no other license to use any intellectual property**, other than that explicitly allowed according to these User terms.

**You understand and accept that content published on the Website** may belong to third parties, and that we are not in control of such content. Therefore, you understand and accept that we do not control, assume no liability for, and will not be held responsible for contents provided by third parties, displayed or made accessible on the Website.

## 7.2 User material

You may upload text, written comments, data, images, exercises, quizzes, tests, exams and other information ("User material") to the Website. **Please note that uploading or in any other way entering sensitive data, special category data or confidential material to the Website/the Services is not allowed.** This also applies to any text fields that Signboard may contain. Examples of such information is – but is not limited to – grades, remarks or notes on social or medical status or progress for an individual, as well as scanned confidential tests and exams.

**The User material is your property**, or is the property of the third party that holds the rights to such User material (and no ownership right to User material is transferred to us under these User terms).

**You guarantee that you hold all the applicable rights** to show, upload and use the User material and you grant us the right to publish and use the User material as described. In case any User material infringes on the intellectual rights of any third party, you consent to immediately remove all infringing parts of the User material and you assume full liability for any claims arising out of such infringement. Signboard is not to be held liable for any damage, costs or expenses caused by such an infringement.

We may review parts of the User material, but we do not commit to reviewing all User material. We reserve the right to remove any User material that violates the User terms, that poses a risk of causing infringement, that is deemed not qualified or for any other reason is deemed not to contribute to better Services.

If we become aware of or have reason to believe that your User material infringes on the intellectual properties of a third party, we have the right, but not the obligation, to remove all such material from the Website and we may deny further access to your User account, temporarily or permanently.

**Anonymized data** By using the Services, information and meta data regarding the usage of the Services are generated, for example information on how often users sign in, or the proportion of exams where spell check is enabled. This kind of information is anonymous, and can neither directly nor indirectly be linked to a specific user or an individual (so called "Anonymous Aggregated Data").

In order to understand and develop the Services, we hold the rights to the Anonymous Aggregated Data, meaning that Signboard is allowed to analyze, interpret, license and transfer Anonymous Aggregated Data.

## 8 LIMITATION OF LIABILITY

**YOU ARE LIABLE FOR ALL DAMAGE CAUSED TO US, OR TO A THIRD PARTY, DUE TO YOUR BREACH OF THESE USER TERMS, INCLUSIVE OF BUT NOT LIMITED TO, MIS-**

USE OF THE SERVICES. FURTHERMORE YOU ARE LIABLE TO US FOR ALL CLAIMS, DEMANDS, COSTS (INCLUSIVE OF REASONABLE LEGAL COSTS), DAMAGE, EXPENSES OR LOSS, CAUSED BY YOUR BREACH OF THESE USER TERMS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SIGNBOARD AND ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ANY AND ALL CLAIMS, ACTION, DEMANDS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO LEGAL FEES, THAT MAY BE INCURRED BY OR ASSERTED AGAINST Signboard AS A RESULT OF YOUR USE OF THE SERVICE OR BREACH OF THESE USER TERMS.

EXCEPT FOR ANY LIABILITY WHICH CANNOT BE WAIVED UNDER MANDATORY LAW, WE ARE NOT LIABLE TO YOU, OR TO ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, FOR ANY DAMAGE OR LOSS OF ANY KIND, NEITHER DIRECT NOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, INCLUSIVE OF BUT NOT LIMITED TO, LOSS OF INCOME, SAVINGS, PROFIT OR REVENUE, DISRUPTED ACTIVITY OR LOSS OF GOODWILL STEMMING FROM OR CONNECTED TO THESE USER TERMS OR THE USE OF, OR THE INABILITY TO USE, THE SERVICES. WE ARE NOT LIABLE FOR ANY THIRD PARTY DEMANDS TOWARDS YOU.

OUR AGGREGATE AND TOTAL LIABILITY UNDER THESE USER TERMS OR OTHERWISE RELATED TO THE SERVICES, IN RESPECT TO ONE OR MORE EVENTS OR SERIES OF EVENTS (WHETHER RELATED OR UNRELATED) UNDER NO CIRCUMSTANCES EXCEED AN AMOUNT OF THE REFUND OF TOTAL FEE CHARGED+1,500 INR.

NOTWITHSTANDING ANY OTHER CLAUSE IN THESE TERMS, NEITHER PARTY EXCLUDES ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (II) DAMAGES CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR (III) FRAUD.

You must make any claims for damages no later than three (3) months after you discovered or should have discovered the basis for the claim, otherwise your right to make such claim shall be forfeit.

## **9 INJUNCTIVE RELIEF**

You acknowledge that any breach of these User terms may cause irreparable damage to us, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach may be inadequate. Consequently, the user agrees that in the event of a breach of the abovementioned, in addition to any other remedy which may be available in this Agreement, in law or in equity, Signboard shall be entitled to specific performance and injunctive relief (both temporary and permanent).

## **10 CHANGE OF TERMS AND TERMINATION OF THE SERVICES**

**We reserve the right to change these User terms.** We will inform you of upcoming changes on [www.signboardtuitions.com](http://www.signboardtuitions.com) or via the email address provided by you.

We may, in our sole discretion and at any time, amend the Service provided that the functionality of the Service is not materially decreased. If we intend to change the Service by materially decreasing or removing functionality then we will inform you of upcoming changes on [www.signboardtuitions.com](http://www.signboardtuitions.com) or via the email address provided by you prior to such change becoming effective.

**You have the right to, at any time and without previous notification, terminate your user account. Termination and de-registration is done by sending an email with your request to: [info@signboardtuitions.com](mailto:info@signboardtuitions.com).**

We have the right to immediately deny access to the Services, if we have reason to believe that you are in violation of these User terms. Furthermore, we reserve the right to, at our own discretion, at any time modify, pause or terminate the Services, temporarily or permanently without previous notification, if required by law or decision by authority. **You accept that we are not responsible towards you or any third party for such modifications, pauses or terminations.**

## **11 TRANSFERS OF THIS AGREEMENT**

**You are not allowed to transfer any rights, obligations or licenses granted to you by these User terms.**

If the ownership of our business changes, we might transfer these User terms, information, user accounts including contents, to the new owners so that they can continue providing the Services to you.

Furthermore, we hold the right to, at our own discretion, transfer our obligations according to these User terms to a third party, in order for them to execute our obligations in our place.

## **12 GOVERNING LAW AND JURISDICTION**

You accept that these User terms are subject to the exclusive jurisdiction of the Indian courts and that the agreements in these User terms are to be governed and construed according to substantive Indian law, without application of its conflicts of laws rules.