

# Terms and conditions of use

## Introduction

1. These terms and conditions shall govern your use of our website.
  - 1.1. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
  - 1.2. If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
  - 1.3. You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
  - 1.4. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

## 2. License to use website

### 2.1. You may:

- (a) View pages from our website in a web browser;
- (b) Download pages from our website for caching in a web browser;
- (c) Print pages from our website;

Subject to the other provisions of these terms and conditions.

- 2.2. Except as expressly permitted BY THE provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 2.3. You may only use our website for [Registration and Admission purposes], and you must not use our website for any other purposes.
- 2.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 2.5. Unless you own or control the relevant rights in the material, you must not:
  - (a) Republish material from our website (including republication on another website);

- (b) Sell, rent or sub-license material from our website;
- (c) Show any material from our website in public;
- (d) Exploit material from our website for a commercial purpose; or
- (e) Redistribute material from our website.

2.6. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

### **3. Acceptable use**

3.1. You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];
- (e) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- (f) [violate the directives set out in the robots.txt file for our website]; or
- (g) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].

**[additional list items]**

3.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.

- 3.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

#### **4. Registration and accounts**

- 4.1. You may register for an account with our website by [completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you].
- 4.2. You must not allow any other person to use your account to access the website.
- 4.3. You must notify us in writing immediately if you become aware of any unauthorized use of your account.
- 4.4. You must not use any other person's account to access the website [, unless you have that person's express permission to do so].

#### **5. User login details**

- 5.1. If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] [a user ID and password].
- 5.2. Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.
- 5.3. You must keep your password confidential.
- 5.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 5.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

#### **6. Cancellation and suspension of account**

- 6.1. We may:
  - (a) [Suspend your account];
  - (b) [Cancel your account]; and/or
  - (c) [Edit your account details],

At any time in our sole discretion without notice or explanation.

- 6.2. You may cancel your account on our website [using your account control panel on the website].

## **7. Your content: license**

- 7.1. In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website].
- 7.2. You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free license] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].
- 7.3. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 7.4. You may edit your content to the extent permitted using the editing functionality made available on our website.
- 7.5. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublished or edit any or all of your content.

## **8. Your content: rules**

- 8.1. You warrant and represent that your content will comply with these terms and conditions.
- 8.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 8.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
  - (a) Be libelous or maliciously false;
  - (b) Be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

- (d) Infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) Constitute negligent advice or contain any negligent statement;
- (f) Constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
- (g) Be in contempt of any court, or in breach of any court order;
- (h) Be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) Be in breach of official secrets legislation;
- (k) Be in breach of any contractual obligation owed to any person;
- (l) [Depict violence [ in an explicit, graphic or gratuitous manner]];
- (m) [Be pornographic [, lewd, suggestive or sexually explicit]];
- (n) [Be untrue, false, inaccurate or misleading];
- (o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];
- (p) [Constitute spam];
- (q) [Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or
- (r) [Cause annoyance, inconvenience or needless anxiety to any person].

*[Additional list items]*

## **9. Limited warranties**

9.1. We do not warrant or represent:

- (a) The completeness or accuracy of the information published on our website;
- (b) That the material on the website is up to date; or
- (c) That the website or any service on the website will remain available.

9.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled

to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 9.3. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

#### **10. Breaches of these terms and conditions**

- 10.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) Send you one or more formal warnings;
- (b) Temporarily suspend your access to our website;
- (c) Permanently prohibit you from accessing our website;
- (d) [Block computers using your IP address from accessing our website];
- (e) [Contact any or all of your internet service providers and request that they block your access to our website];
- (f) Commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) [Suspend or delete your account on our website].

*[Additional list items]*

- 10.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking [(including without limitation [creating and/or using a different account])].

#### **11. Variation**

- 11.1. We may revise these terms and conditions from time to time.
- 11.2. [The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.]

- 11.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **12. Assignment**

- 12.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 12.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **13. Severability**

- 13.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 13.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **14. Third party rights**

- 14.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 14.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **15. Entire agreement**

- 15.1. The terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **16. Law and jurisdiction**

- 16.1. These terms and conditions shall be governed by and construed in accordance with [Indian Law].

16.2. Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [India].

## **Privacy Policy**

**Directorate of Medical Education** operates the website, which provides the services of admission into Medical Post graduation/Under graduation courses in Andhra Pradesh.

This page is used to inform website visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation with this policy. The Personal Information that we collect are used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at , unless otherwise defined in this Privacy Policy.

### **Information Collection and Use**

For a better experience while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to your name, phone number, and postal address. The information that we collect will be used to contact or identify you.

### **Log Data**

We want to inform you that whenever you visit our Service, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser version, pages of our Service that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

### **Cookies**

Cookies are files with small amount of data that is commonly used an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your computer's hard drive.

Our website uses these "cookies" to collection information and to improve our Service. You have the option to either accept or refuse these cookies, and know when a cookie is being sent to your computer. If you choose to refuse our cookies, you may not be able to use some portions of our Service.



## **Service Providers**

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform our Service users that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

## **Security**

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

## **Links to Other Sites**

Our Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

## **Children's Privacy**

Our Services do not address anyone under the age of 18. We do not knowingly collect personal identifiable information from children under 18. In the case we discover that a child under 18 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

## **Changes to This Privacy Policy**

We may update our Privacy Policy from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately, after they are posted on this page.

# Return & Refund Policy

Thanks for visiting our website.

## **Non- Refundable/ Non- returnable Products / Services:**

Products / Services are non- returnable and Non Refundable : products and services cannot be claimed under the refund / return policy.

## **Contact Us**

If you have any questions please contact us.

**Directorate of Medical Education** Mail Id: [dmegoap@yahoo.co.in](mailto:dmegoap@yahoo.co.in)