Terms and Conditions

General

This website (the "Site") is owned and operated by Indian Institutes of Technology Alumni Canada, ("IIT Alumni Canada", "We" or "Us"). By using the Site, you agree to be bound by these Terms and Conditions of Use and Service ("Terms and Conditions") and to use the Site in accordance with these Terms of and Conditions and Service, Privacy Policy, and Refund Policy. These Terms and Conditions are in addition to the terms and conditions that may apply to specific sections of the Site or to products and services available through the Site or from IIT Alumni Canada. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms and Conditions.

We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time. By continuing to use the Site, you accept the Terms and Conditions, as modified.

Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions, all applicable laws and regulations. You further agree that you are responsible for compliance with any and all applicable local, state, federal, and international laws.

If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

Use License

Permission is granted to temporarily download one copy of the materials (information or software) on this Site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

- 1. modify or copy the materials;
- 2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- 3. attempt to decompile or reverse engineer any software contained on IIT Alumni Canada's web site;
- 4. remove any copyright or other proprietary notations from the materials; or
- 5. transfer the materials to another person or "mirror" the materials on any other server.
- 6. This license shall automatically terminate if you violate any of these restrictions and may be terminated by IIT Alumni Canada at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

Our Limited License to You

This Site and all the materials available on the Site are the property of IIT Alumni Canada and/or its affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal non-commercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms and Conditions or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Your License to Us

By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos and videos) to us via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire as per Canada's Copyright Law, as amended. As such, the copyrights in those works shall belong to IIT Alumni Canada from their creation. Thus, IIT Alumni Canada shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as IIT Alumni Canada determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under as per Canada's Copyright Law, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to IIT Alumni Canada all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted materials which are reproductions of prior works by you shall be co-owned by us.

You acknowledge that IIT Alumni Canada has the right but not the obligation to use and display any postings or contributions of any kind and that IIT Alumni Canada may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Disclaimer

The materials on IIT Alumni Canada's web site are provided "as is". IIT Alumni Canada makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, IIT Alumni Canada does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, deletion, omission, interruption, error, defect, computer virus, theft or destruction of or unauthorized access to, alteration of, or use of this Site, and includes a disclaimer against any and all claims for breach of contract, tort, negligence or any other cause of action.

Limitations

In no event shall IIT Alumni Canada or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on IIT Alumni Canada's Internet site, even if IIT Alumni Canada or a IIT Alumni Canada authorized representative has been notified orally or in writing of the possibility of such damage. If, notwithstanding the other provisions of these Terms and Conditions, we are found to be liable to you for any damage or loss which arises or is in any way connected to your use of this Site, our programs, or products, our liability to you shall in no event exceed the total amount you have paid us during the three (3) month period immediately preceding any claim. All disputes will be governed by the laws of Canada and by the laws of the Province of Ontario, Canada without regard to its conflicts of laws provisions.

Interactive Features

This Site and programs offered by IIT Alumni Canada may include a variety of features, such as membership sites, bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site or elsewhere such as Facebook groups and Google Hangouts, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not

control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that
 violates or infringes upon the rights of others, including material that is an invasion of
 privacy or publicity rights or that is protected by copyright, trademark or other
 proprietary right, or derivative works with respect thereto, without first obtaining
 permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

IIT Alumni Canada maintains online communities such as Facebook groups, Google Hangouts and other private and public forums on its Sites and elsewhere and from time to time may host message boards and chats. IIT Alumni Canada reserves the right to exercise its discretion and refuse, limit, or terminate any user's access to this Site and any of the other private or public forums and communities for any reason, including but not limited to posting what IIT Alumni Canada deems as inappropriate messages or content, engaging in what IIT Alumni Canada deems as disruptive behavior, and/or for failing to comply with these Terms and Conditions. Such conduct may also constitute a violation of the Terms and Conditions of our Programs and may void and nullify the refund policy for such program. Additionally, IIT Alumni Canada or its designated agents may remove or alter any user-created content at any time for any reason.

The message boards, Facebook groups, Google Hangouts chats and other forums are intended to serve as discussion centers for users and subscribers. Information and content

posted within these public forums may be provided by IIT Alumni Canada's staff, outside contributors, or by users not connected with IIT Alumni Canada, some of whom may employ anonymous user names. IIT Alumni Canada expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants and do not reflect the opinions of IIT Alumni Canada or any of its subsidiaries or affiliates.

IIT Alumni Canada has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

Revisions and Errata

The materials appearing on IIT Alumni Canada's web site could include technical, typographical, or photographic errors. IIT Alumni Canada does not warrant that any of the materials on its web site are accurate, complete, or current. IIT Alumni Canada may make changes to the materials contained on its web site at any time without notice. IIT Alumni Canada does not, however, make any commitment to update the materials.

Intellectual Property

This Site includes proprietary information and material, including graphics, audio/video clips, and editorial content, that is exclusively owned by IIT Alumni Canada. This information is protected by all applicable intellectual property laws, including but not limited to trademark and copyright laws. As a condition of your access to this Site, you agree to not use any such proprietary information without the express written consent of IIT Alumni Canada.

Links

IIT Alumni Canada has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by IIT Alumni Canada of the site. Use of any such linked web site is at the user's own risk.

Modification of Site Terms and Conditions

IIT Alumni Canada may revise these Terms and Conditions for the Site at any time without notice. By using this Site you are agreeing to be bound by the then current version of these Terms and Conditions.

Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of Canada and by the laws of the Province of Ontario, Canada and any dispute shall be subject to binding arbitration in Toronto, Ontario, Canada. If any provision of the Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and Conditions, and shall not affect the validity and enforceability of any remaining provisions.

Links to Other Sites

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Special Promotions

From time to time we may offer special promotions with a specific terms and guarantee. The details of these on each specific offer page supersedes the terms on this page.

Refunds and Fees

Refunds for the Programs are strictly governed by the Terms and Conditions set forth upon enrollment in these programs. Except where expressly stated, nothing in these Terms and Conditions modifies or otherwise alters those provisions.

Modifications to the Site and Termination of Use or Access

IIT Alumni Canada reserves the right to take any of the actions listed below at any time, for any reason, and without notice: (1) modify, suspend, or terminate operation of or access to the Site or any portion thereof (2) modify or change the Site or any portion thereof, and (3) interrupt the operation of the Site or any portion thereof to perform maintenance or other changes. IIT Alumni Canada further has the exclusive right to terminate individual user's access to the Site and related account(s), for any reason including but not limited to any violation of the Terms and Conditions for this Site and/or the foregoing programs. You further agree that IIT Alumni Canada will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms and Conditions.

Enforcement and Disclosure of Information

IIT Alumni Canada further reserves the right to disclose any information about you (including your identity) necessary for any investigation of any complaint related to your use of the Site and/or to bring legal action against you for damages caused to IIT Alumni Canada, and/or its members by your violation of these Terms and Conditions. IIT Alumni Canada further reserves the right to disclose any information about you necessary to comply with any applicable law, regulation, legal process or governmental request.

In the event IIT Alumni Canada does take any legal action against you as a result of your violation of these Terms and Conditions, IIT Alumni Canada is entitled to recover from you all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

In the event IIT Alumni Canada does not strictly enforce one or more provisions of these Terms and Conditions, such action is not a waiver of that or any other provision of these Terms and Conditions against you or any other parties. Further, such conduct does not constitute a modification of any provision of these Terms and Conditions.

Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

Security

You may access certain features or services offered on or through this Site through an account. It is your responsibility to maintain the confidentiality of your account information, including your user name and password. Further, you are fully responsible for any and all activity that occurs through your account as a result of your failure to properly secure your confidential information. You agree to immediately advise us of any unauthorized use of your account, password, and any other breach of security. You may be held liable for losses incurred by us or any other user of or visitor to the Site due to the use of your account by someone else caused by your failure to properly secure your account information. Likewise, by accessing this Site you recognize that you are not entitled to use anyone else's account and that IIT Alumni Canada is not liable for any damages caused by your improper use of another's account.

Indemnity

You agree to indemnify and hold IIT Alumni Canada, its officers, directors, members, predecessors, successors in interest, employees, agents, subsidiaries and affiliates,

harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against IIT Alumni Canada, by any third party due to or arising out of or in connection with your use of the Site.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed/eliminated to the minimum extent possible and replaced with a valid provision that best represents the intent and purpose of these Terms and Conditions, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

Agreement

By accessing this Site, you agree to abide and be bound by these Terms and Conditions.