Empowering Education Management Tech Private Limited Terms of Service Published Date - December 2023

These Terms and Conditions (Terms of Service) outline the rules and regulations for the use of EEMTech's Website which is powered by Empowering Education Management Tech Private Limited and located at H.no-1 Swaran Niwas, Loyala B.ed College road Hullung, Chhota Govindpur, East Singhbhum, Dhalbhum Jamshedpur, Jharkhand, India, 831004.

By accessing the eemtech.in or any sub domain or pages of website or service, we assume you accept these terms and conditions in full. Do not continue to use EEMTech's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company.

By using the Services, you agree to the rules set out in this Policy; in addition, we may require that you expressly agree to the rules set out in this Policy before using the Services.

1. Acceptance of Terms

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By using the Services, you agree to the rules set out in this Policy; in addition, we may require that you expressly agree to the rules set out in this Policy before using the Services.

2. General usage rules

- 1. The Services are subject to the following fair use policy:
 - a. you must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability, integrity, performance or accessibility of the Services; and
 - you must not use the Services in any way that involves making an unreasonable number of requests to the Services or otherwise placing an unreasonable load upon the Services.
- 2. You must not use the Services:
 - a. in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - b. in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity
- 3. You must not use the Services in any way that breaches, or is liable to put us in breach of, any order or other requirement of any governmental authority.
- 4. You must comply with applicable jurisdictions in relation to your use of the Services.

- 5. You must not use the Services in any way that breaches, or is liable to put us in breach of, any terms and conditions applicable to the services that are integrated with the Services or upon which the Services depend.
- 6. You must not conduct or request that any other person conduct any load testing or penetration testing on the Services without our prior written consent.
- 7. You must not resell or otherwise monetise the Services, save to the extent that we have expressly authorised you to do so under a written reseller agreement.
- 8. You must not use the Services in any way that is not envisaged in the documentation for those Services.

3. Content

- 1. You must ensure that all Content complies with the provisions of this Policy.
- 2. 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).
- 3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. User Accounts

To access certain features of our service, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account information and agree to notify us of any unauthorized use.

5. Privacy Policy

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Our Privacy Policy governs the collection, use, and disclosure of personal information. By using our service, you agree to the terms outlined in our Privacy Policy.

6. Harmful software

- 1. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 2. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

7. User Responsibilities

You agree not to:

- 1. Use our services for any illegal or unauthorized purpose.
- 2. Violate any applicable laws or regulations.
- 3. Interfere with or disrupt the functionality of our services.

4. Attempt to gain unauthorised access to our systems.

8. Breaches of Policy

- 1. If you are an EEM Tech's (Empowering Education Management Tech Pvt. Ltd) customer, any breach of this Policy will constitute a breach of the contract between us and you with respect to the relevant Services.
- 2. If you breach this Policy, or we determine acting reasonably that you have or are likely to have breached the terms of this Policy, we may:
 - a. suspend or limit the relevant Services whilst we investigate the matter; and/or
 - b. edit or delete the relevant Content.

In each case without prejudice to any obligations you may have to pay charges or fees with respect to the Services, and without prejudice to our contractual and other legal rights.

We reserve the right to terminate or suspend your access to our services at our discretion, without prior notice, for any reason, including a breach of these terms.

9. Disclaimers and Limitation of Liability

Our service is provided on an "as-is" basis. We make no warranties regarding the accuracy, completeness, or reliability of our services. We are not liable for any direct, indirect, incidental, special, or consequential damages.

10. Changes to Terms

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We reserve the right to modify these terms at any time. Changes will be effective immediately upon posting.

- 1. For non-customer your continued use of services after changes constitute your acceptance of the revised terms.
- 2. For customers You will be notified 10 working days (weekdays including Saturday and Sunday) prior to publishing change of the policy.

Feedback

Any feedback you provide at this site shall be considered to be non-confidential. EEM Tech's Team shall be free to use such information on an unrestricted basis.