

## ANNEXURE H 2

### TERMS AND CONDITIONS

"The package" is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of "the Package" constitutes your agreement to all such terms, conditions, and notices. You agree to familiarize yourself with the terms of use and other terms and guidelines as available on the company website and agree to abide by them.

#### 1. Personal and Non-Commercial use Limitation

The Package" is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from "the Package". This provision also applies to "the Package" documentation, including without limitation all information/ illustration/ software/ content contained in it.

#### 2. Links to Third Party

"The Package" may contain links to web sites or publications, operated by parties other than "the company". The company does not control such web sites, publications and is not responsible for their contents. Inclusion of links to such web sites and publications does not imply any endorsement of the material on such web sites/publishing houses or any association with their operators/ promoters.

#### 3. No Unlawful or Prohibited use:

As a condition of your use of "the Package", you warrant to "the company" that you will not use "the Package" for any purpose that is unlawful or prohibited by the user agreement or these terms and conditions, and issued notices.

#### 4. Limitation of Support

That the customer understands and acknowledges that he is buying a self use package, which comprises of self help books, CDs, DVDs and or eBooks, Audio Books, etc. without any monitoring or technical support. That the customer is qualified and able to use the same and gain from it independently, without any further support from "the company" and "the partners". The company's liability is limited to replacement of any defective product, if brought to the notice of the company within 72 hours of receiving such a product.

#### 5. Recognition of Packages

- a) The company is a private organization which has a licence to setup and conduct business anywhere in INDIA, unless a special permission is required from the state to do so. It caters to customers around the world, without any further permission. Only Certificates issued by Universities in INDIA have legal sanctity, Validity and Recognition within the INDIAN region for courses which are approved by the UGC and conducted and examined by the University through its colleges, or study centres. Even these certificates



may not valid outside the country and the holder may be required to sit for another examor course before taking further studies.

- b) The packages offered by the company are designed and developed by the company, its affiliates and may use ready made content from 3rd Parties. These usually are collection of Books, Workbooks, CDs and DVDs, eBooks, Audio Books etc. on various subjects. Some subjects within these packages may come with option to test your knowledge by taking objective type tests online, on the computer, or within the subject book. The certificate thus issued is a mere reflection of your score on that test and does not have recognition by anybody. Only certificates issued by Universities have recognition.
- c) Elearning, Distance Learning, Self Learning etc, are popular supplementary medium to enhance knowledge on subject. The role of the company is limited to creating different generic packages as deemed fit and selling them directly and through its Channel Partners. No further technical support/coaching/guidance is offered by the company. However the customer should visit the FAQs section on the website to find more useful information.
- d) The customer may require additional coaching, monitoring, personal guidance, on the subject to acquire or gain understanding of the subject by an expert. Packages and it's fee would be separate and in addition to this. The company currently does not support these packages by offering such additional packages.
- e) Software (if any) that is made available by "the Package" ("software") is the copyrighted work of the company and/or its suppliers. Use of the software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the software ("license agreement").
  - 1. You may not install or use any software that is accompanied by or includes a license agreement unless you first agree to the license agreement terms. For any software not accompanied by a license agreement, the company hereby grants to you, the user, a personal, non-transferable license to use the software for viewing and otherwise using "the Package" in accordance with these terms and conditions, and for no other purpose provided that you keep intact all copyright and other proprietary notices.
  - 2. Please note that all software, including without limitation all information/ illustrations/ software/ content contained in "the Package", is owned by the company and/or its suppliers and is protected by copyright laws and international treaty provisions.
  - 3. Any reproduction or redistribution of the content/software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited.
  - 4. The software is warranted, if at all, only according to the terms of the license agreement. You acknowledge that the software, and any accompanying



documentation and/or technical information, is subject to applicable export control laws and regulations of India or the country that you are a resident of. You agree not to export or re-export the software, directly or indirectly, to any countries that are subject to India export restrictions.

**6. Liability Disclaimer:**

- a) The information, software, products, and services included on "the Package" may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its respective suppliers may make improvements and/or changes to "the Package" at any time. Advice received via "the Package" or in any manner from "the company", or its advisers, should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- b) In no event shall "the company" and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of "the Package", with the delay or inability to use "the Package", the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through "the Package", or otherwise arising out of the use of "the Package", whether based on contract, tort, strict liability or otherwise, even if "the company" or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of "the Package", or with any of these terms of use, your sole and exclusive remedy is to discontinue using "the Package".

**7. Warranties and Limited Liability:**

It is advised not to accept any opened, unsealed physical package. The company sends all packages individually sealed, with the content clearly marked in the outside pocket. Upon receiving the package, please open the same and match the enclosed contents, with the enclosed content description paper. In case of any discrepancy, please do not accept the package or bring it to the notice of the Channel Partner writing on the delivery challan, and write an email immediately to the company within 72 hours. Acceptance of package, means you are satisfied with its quality and workmanship.

The CDs/DVDs are encrypted and may not work on some local DVD players, or computers with pirated software. They are non returnable, and you may watch them on a computer with a DVD drive using the enclosed software. However in case of any faulty product/misprint/DVD not working you are advised to Contact [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) giving details of the problems faced. The company will happily replace/reissue the same.

**8. Access Restriction:**



"The company" reserves the right to deny in its sole discretion any user access to company website or "the virtual package" or any portion thereof without notice.

**9. Modification of Terms and Conditions:**

"The company" reserves the right to change the terms, conditions, and notices under which "the Package" is offered.

**10. Copyright and Trademark Notices :**

All contents of "The Package" are copyright of "the company", its suppliers, or 3rd Party Respective Owners, mentioned on the Individual product, CD, DVD, books, workbook, ebook, Audio Book, document etc. Notice if any regards to clarification or violation for rights owned by the company may be sent to 305-306 Gagandeep Building, 12 Rajendra Place, New Delhi.110008, INDIA.

**11. Jurisdiction and Courts**

You hereby consent to the exclusive jurisdiction and venue of courts in New Delhi, India in all disputes arising out of or relating to the acquisition or use of "the Package". You agree that no joint venture, partnership, employment, or agency relationship exists between you and "the company" as a result of this agreement or use of "the Package". "the company" performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of "the company" right to comply with governmental, court and law enforcement requests or requirements relating to your acquisition or use of "the Package" or information provided to or gathered by "the company" with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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. This agreement and other related agreements under the "agreements" link on the website, constitutes the entire agreement between the user and "the company" with respect to the use of "the Package" and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and "the company" with respect to "the Package". Any rights not expressly granted herein are reserved.

