

KEDMAN Skilling Private Limited

Terms and Conditions of Use Policy

Last Updated 08-12-2020

Who is covered by these Terms of Use?

These Terms are applicable to the customer and **User ("User"/ "You")** who avail or intend to avail services from KEDMAN Skilling Private Limited ("**KSPL**") and by using the Websites <https://www.kedman.in/>; <https://www.kedskills.com/ra>; <https://www.kedskills.com/ba>; <https://www.kedskills.org/c>; you agree to be bound by these Terms.

- KSPL hereby informs the Users that –
 - The information, included in or available on the Website or on any of the pages and/or links on the Website ("Content") may include inaccuracies or typographical or photographic errors and KSPL may make any improvements and/or changes on the Website at any time.
 - The Content in the website is general information only and is not intended to be advice on any particular matter. There may be delays, omissions, interruptions, inaccuracies, and/or other inaccuracies with the Content. KSPL makes no representations about the suitability, reliability, availability, timeliness and accuracy of the Content.
 - KSPL does not guarantee that the Website will be error free, or continuously available, or that the Website will be free from technical errors or other harmful components and shall not be held liable for any damages for loss arising out of or in any way connected with the use, non-use, unavailability or performance of the Website. In the event if any such hindrance is experienced by the User, KSPL shall, on a best effort basis endeavor to resolve the same.
- KSPL reserves the right to cancel any content/listing on the Website at any time for any reason, with or without cause/reason, and reserves the right to prohibit or restrict access to the Website to any User at any time.
- KSPL may amend/ revise the terms of this Policy from time to time and the User shall be bound by the same. Further, the User shall be obliged to read and understand the same as a prerequisite condition for using/accessing the Website.
- You agree and are hereby put on notice, that you are prohibited from posting or transmitting to or from this Website any unlawful, threatening, libelous, defamatory, inflammatory, pornographic, or profane material or any other material. that could give rise to any liability under applicable law/regulation. You are solely responsible for any comments you make.
- The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to

enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
 - Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
 - Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
 - Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
 - Conduct or forward surveys, contests, pyramid schemes or chain letters.
 - Download any file posted by another User of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
 - Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - Restrict or inhibit any other User from using and enjoying the Communication Services.
 - Violate any law/regulation/guidelines which may be applicable for any particular Communication Service.
 - Violate any applicable laws and/or regulations.
- KSPL has no obligation to monitor the Communication Services. However, KSPL reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion.
 - You are advised to exercise caution if you are submitting any personally identifying information about you in any Communication Service. By making such submission, you warrant and represent that you own or otherwise control all of the rights to your submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions.
 - KSPL does not control or endorse the content, messages or information found in any Communication Service and, therefore, KSPL specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.
 - It is hereby clarified that software (if any) that is made available to download from the Website, excluding software that may be made available by end-users through a Communication Service, ("Software") is the product of the software provider. Your use of the Software is governed by the terms of the end user license agreement of the software provider, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is

accompanied by or includes a License Agreement unless you understand and explicitly accept the terms of the License Agreement terms.

- KSPL reserves the right to terminate/ block/ suspend your access to any or all of the Communication Services at any time without notice for any reason whatsoever. You agree that no joint venture, partnership, employment, or agency relationship exists between you and KSPL as a result of use of the Website.
- KSPL hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction. KSPL shall be subject to the exclusive jurisdiction only of the courts of New Delhi in India and by using / accessing this Website, you hereby expressly accept to be bound by the exclusive jurisdiction of the courts in New Delhi, India, for disputes if any, that may arise out of or relating to the use of the Website.
- Unless otherwise specified herein, these terms and conditions constitutes the entire agreement between you and KSPL with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and KSPL with respect to the Website.