TERMS OF SERVICE

SHINE OVERSEAS EDUCATION, (hereinafter referred as “SOE” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, parent company, legal representatives and permitted assigns) provides you, i.e. the user (hereinafter referred to as the “User”) with access to its content, resources, tools for communication, public forums, commerce platforms, and other services through its network of websites and all mobile applications (hereinafter referred to as the “Service”).

The Terms of Service contained in this document govern the Service and its usage by the User and at all times Terms of Service shall refer to include all amendments, related policies, operating rules, etc., as may be published by SOE on its websites or mobile applications.

This document was last updated on the 10th of May, 2018. Further, please check our Disclaimer and Privacy Policy for more information relating to the Service being provided to the User by SOE

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

The Service is provided to the User, subject to these Terms of Service which comprise the entire agreement between the User and SOE and supersede any prior agreements and understanding pertaining to the subject matter contained herein. BY USING OUR SERVICES/COMPLETING THE REGISTRATION PROCESS/CLICKING THE “SUBMIT” BUTTON/USING THE SERVICE, USER UNEQUIVOCALLY AGREES TO BE BOUND BY THE TERMS OF SERVICE.

2. MODIFICATION OF THESE TERMS OF SERVICE

SOE reserves the right to change, add or remove any of the Terms of Service at any time without prior notice, which shall become applicable immediately upon posting. User is solely responsible for regularly reviewing these Terms of Service including all changes/modifications if any incorporated by SOE from time to time. Continued use of the Service by the User, shall constitute his/her agreement to all the extant Terms of Service.

3. THE SERVICE

The Service may include e-mail services, message boards, Online Payment, online chat areas, news groups, forums, communities and/or other message or communication facilities designed to enable you to communicate with others (hereinafter collectively referred to as the “Tools for Communication”).

The contents of the Services are intended solely for the purpose mentioned by you in the subscription form (hereinafter referred to as the “Purpose”)

All materials published on the Services (including, but not limited to news articles, photographs, text, images, illustrations, audio clips and video clips, hereinafter referred to as the “Content”) are protected by copyright, and owned or controlled by SOE or the party credited as the
provider/owner of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service.

We also disclaim any liability for the Content which is licensed to us by third parties and are not liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising there from.

Our network of websites and the mobile applications may contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or webmaster of such site.

4. USER-CREATED CONTENT

Our Website links to other websites that may collect personally identifiable information about you. SOE is not responsible for the privacy practices or the content of those linked websites.

The User shall be responsible and liable for the Content posted/created by him/her on our website(s) and/or mobile application(s).

The Service may include the capability to make comments, bulletin boards, discussion groups and other areas or features that allow feedback, comments and input of Content by you. While SOE does not control the Content posted on social forums by the User, it reserves the right (which it may exercise at its sole discretion without notice) to delete, move or edit the messages, comments, etc. and to terminate User access to and use of the Services.

SOE reserves the right to delete, move, or edit the messages, comments, submissions, Content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws or any other applicable laws, or otherwise unacceptable. By submitting Content on any of the aforementioned forums, Users agree to indemnify and hold harmless SOE from all claims, costs and expenses (including legal expenses) arising out of any liability due to Content posted by the User.

By submitting Content on the website(s) and/or mobile application(s), the User is granting SOE a perpetual, irrevocable, royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the Content in whole or in part, and in any form. This may include personal information such as the user or pen name and expressions of opinion.

It is not possible for SOE to fully and effectively monitor infringement of third party rights. If the User believes that any Content infringes his/her or SOE legal rights, he/she should notify SOE immediately using the contact address: information@studymbbsinamerica.com
5. REGISTRATION OBLIGATIONS

As a condition of use of the Service, The User shall:

Provide true, accurate, current and complete information about himself/herself as required by the Service's subscription form (such data being the “Registration Information”). User shall be solely responsible for this Registration Information and under no condition is SOE liable for their authenticity, correctness, loss or theft;

Follow all local applicable laws regarding age limits for subscription to the Services or any part thereof;

SOE and/or third parties may, from time to time, send email messages to Users containing advertisements, special promotions, and other marketing materials (“Email Marketing Programs”) based on the agreed terms between SOE and its selected partner(s).

User agrees not to use the Service to:

- Obstruct or hinder the use and enjoyment of the Service by other Users;
- Intentionally or unintentionally violate any applicable local, state, national, and international laws and regulations; including, but not limited to, any rules of any national or other securities exchange.
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or defy any requirements, regulations or guidelines of networks connected to the Service;
- Upload, post, email, transmit or otherwise make available any content that is unlawful, damaging, intimidating, hostile, offensive, harassing, defamatory, improper, obscene, vulgar, invasive of another’s privacy, caste related, ethnically or otherwise objectionable;
- Upload, post, email, transmit or otherwise make available any content protected by any patent, trademark, copyright or other intellectual proprietary laws unless you own or control the rights thereto or have received all necessary consents to do the same;
- Upload files that contain viruses, worms, corrupted files or any other similar software or programs designed to disrupt, damage or limit the operation of any computer or telecommunications equipment or property of another;
- Stalk or otherwise harass other users or collect or store personal data about other Users;
- Advertise, promote or offer to sell or buy any goods or services for any business purpose unless the Service specifically allows such messages or transactions and such an activity is in accordance with the Purpose;
- Reproduce, duplicate, sell, resell or exploit for any commercial purposes, any portion, use or access of the Service;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
6. TECHNICAL PROCESSING

In view of the global nature of the world wide web, the User understands and agrees that technical processing of tools of communication is (and may be) required to send and receive messages, to correspond / conform to the technical requirements of connecting networks, to correspond / conform to the limitations of the Service, or to correspond / conform to other, similar technical requirements.

7. INTELLECTUAL PROPERTY

Unless otherwise stated, copyright and all intellectual property rights relating to the Services and the Content presented on our network of websites and the mobile applications (including but not limited to text, audio, video or graphical images posted by the Users), trademarks and logos appearing on therein are the exclusive property of SOE and are protected under the applicable Indian laws. User agrees not to use any trademark or logo or other proprietary information of SOE; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the our network of websites and the mobile applications / Service, including without limitation, the size, color, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

No part of the Service may be reproduced or transmitted to or stored in any other website/mobile application, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission from SOE.

8. SERVICE CHARGE AND PAYMENTS

Services or part thereof may be made available to the User upon subscription by the User for the same. Even if certain Services are currently being offered by SOE, free of charge, the User agrees and acknowledges that in future the subscription of the Service may carry a subscription fee or charge.

SOE reserves the right at any time to increase/decrease/apply/diminish the subscription fee for access to portions of the Services or the Services as a whole. However, in no event will the User be charged for access to the Services unless SOE obtains his/her prior agreement to subscribe to such Service(s).

SOE reserves the right to change service charges at any time.
9. LIMITATION OF LIABILITY

SOE shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, indirect, damages (including, without limitation, damages for loss of business projects, damage to the User’s computer system or damages for loss of profits, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the SOE network of websites/mobile applications/Services/Content, with the delay or inability to use the SOE websites/mobile applications/Services/Content or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the SOE websites/mobile applications/Services/Content, or otherwise arising out of the use of the SOE websites/mobile applications/Services/Content) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its Content, or from any act or omissions a result of using the our network of websites and the mobile applications or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information contained on the our network of websites and the mobile applications.

No representations, warranties or guarantees whatsoever are made by SOE as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the Service will be uninterrupted, timely, secure, or error-free; (c) the quality of any products, services, content, information, or other material purchased or obtained from the Service will meet your expectations or requirements; or (d) any errors in the Service will be corrected.

10. CONTACTING THE USER

If the User indicates on your subscription form that he/she wants to receive such information, SOE will allow certain third party vendors to provide him/her with information about their products and services.

SOE reserves the right to send electronic mail to the User for the purpose of informing him/her of changes or additions to the Subscription and our Services. For more information please read our Privacy Policy.

SOE reserves the right to disclose information about the Users usage and demographics, provided that it will not reveal the Users personal identity in connection with the disclosure of such information. Advertisers and/or Licensees on our network of websites and the mobile applications may collect and share personal information about the User only if he/she indicates his/her acceptance. For more information please read our Privacy Policy.
11. TERMINATION

SOE may, in its sole discretion, terminate or suspend the Users access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms of Service. SOE reserves the right to block IPs from accessing its server(s).

12. MISCELLANEOUS

These Terms of Service have been made in and shall be construed and enforced in accordance with Indian laws. User irrevocably agrees that the courts at Delhi in India shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms of Service or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the India courts.

For the exclusive benefit of SOE, SOE shall also retain the right to bring proceedings as to the substance of the matter in the courts of the country of the Users residence or, where these Terms of Service are entered into in the course of his/her trade or profession, the country of his/her principal place of business. In the event the User identifies or suspects any adverse effect to the Services/Content/Intellectual Property, he/she should immediately contact us on information@studymbbsinamerica.com

All correspondence should be sent to our address being mentioned on our Contact Us page.

User agrees to report any violations of the Terms of Use to SOE as soon as he/she becomes aware of them. In the event he/she has a claim of infringement with respect to material that is contained on Service, he/she should notify SOE. (Please direct all general questions to Partners.)