

# Terms of Use

By using the SET Education Technology Private Limited website, you agree to be bound by the following terms and conditions ("Terms of Use"). This agreement is personal to you; it cannot be assigned or transferred. If any provision of this agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

## Your Acceptance

By using and/or visiting the SET Education Technology Private Limited Website you signify your agreement to:

- These terms and conditions (the "Terms of Use"); and
- The SET Education Technology Private Limited privacy policy are incorporated here by reference.

## Website

These Terms of Use apply to all users of the Website, including users who are contributors of content and other materials or services on the Website. The term Website shall be understood to include all aspects and services of the SET Education Technology Private Limited alumni Website, including but not limited to all products, software and services offered via any website such as the blogs, groups, clubs, directories, discussion boards, job boards, mentor platforms, messaging, social and professional networking, photo and video uploading, commenting, mailing lists, and other applications.

The Website electronically publishes news and information that may include facts, views, opinions and recommendations of individuals and organizations deemed of interest to alumni. SET Education Technology Private Limited does not review, monitor, verify or guarantee the accuracy, completeness or timeliness of or otherwise endorse the information provided by any organization or individual, give advice or advocate the purchase or sale of any product or service not directly offered by SET Education Technology Private Limited or its affiliates.

The Website may include unmoderated forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. The text and other materials on this Website are the opinion of the specific author and are not statements of advice, opinion, or information of SET Education Technology Private Limited.

The website may contain links to third-party websites that are not owned by, affiliated with or controlled by SET Education Technology Private Limited. SET Education Technology Private Limited has no control over and assumes no responsibility for, the content, privacy policies, or

practices of any third-party websites not directly affiliated with SET Education Technology Private Limited. In addition, the Website will not and cannot censor or edit the content of any non-affiliated third-party site. By using the Website, you expressly release SET Education Technology Private Limited from any liability arising from your use of any third-party website.

## **Your Account**

These Terms of Use apply to all users of the Website, including users who are contributors of content and other materials or services on the Website. The term Website shall be understood to include all aspects and services of the SET Education Technology Private Limited alumni Website, including but not limited to all products, software and services offered via any website such as the blogs, groups, clubs, directories, discussion boards, job boards, mentor platforms, messaging, social and professional networking, photo and video uploading, commenting, mailing lists, and other applications.

## **Rules for Online Conduct**

You agree to use the Website in accordance with all applicable laws. You agree that you will not use the Website for organized partisan political activities or commercial purposes. You further agree that you will use all of the services or information provided on the Website in accordance with the rules of conduct set forth below. This includes interactions with other users by email, web post, postal mail, or phone.

### **Prohibited conduct:**

- Posting content that defames or threatens others
- Posting statements that are bigoted, hateful or racially offensive
- Posting content that infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets. When quoting copyrighted material, please adhere to the Electronic Frontier Foundation's Fair Use Guidelines
- Posting material that contains obscene language or images
- Advertising or any form of commercial solicitation

Statements or postings that violate the above terms will be deleted from the Website upon discovery. Copyrighted material, including without limitation software, graphics, text, photographs, sound, video and musical recordings, may not be placed on the Website without the express permission of the owner of the copyright of the material, or other legal entitlement to use the material. Any person posting material protected by copyright for the benefit of any third party represents and warrants consent or permission has been obtained to post such materials. Although SET Education Technology Private Limited does not screen or monitor content posted by users to the Website, SET Education Technology Private Limited reserves the right to remove content that violates the above rules of which it becomes aware.

You may not attempt to use or distribute tools designed for compromising security or take any action to compromise the security of this site. Examples of these tools include but are not limited to password guessing programs, cracking tools or network probing tools. You may not "flood" or disrupt the Website through any means or process.

You may not copy, scrape, download, export or otherwise capture any data obtained on the Website, e.g., the alumni directory, and/or store it outside of the system, e.g., in a separate spreadsheet, email list, database or another external repository without the permission of SET Education Technology Private Limited.

You agree that you will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the Website.

## **Online Communication Services**

Communication services provided through the Website, such as the directory, online communities, discussion boards, blogs, messaging, social and professional networking, and other services in the future, are a part of the Website designed for communication between Users. SET Education Technology Private Limited will not monitor these communications but reserves the right to take action against any User who defames or harasses another User through any of the services offered through the Website if it comes to SET Education Technology Private Limited's attention. By submitting this form, you agree to receive SMS, RCS, and emails related to the college admission process.

## **Online Communities**

SET Education Technology Private Limited provides a platform on which alumni can create and join online alumni communities based on shared interests or experiences. Participants in online alumni communities may not represent or imply that their opinions represent those of SET Education Technology Private Limited. SET Education Technology Private Limited reserves the right to remove all or any portion of an online alumni community's information from the platform at any time and at SET Education Technology Private Limited's sole discretion. All online alumni community participants and organizers agree not to post or facilitate the posting of any material in violation of these Terms of Use. Online alumni community participants and organizers also agree to provide reasonable assistance at the request of SET Education Technology Private Limited and its representatives to address any violations of this policy as determined by SET Education Technology Private Limited. Participants and organizers also agree not to use the online alumni community for any activity that violates any federal, state or local law.

## **Disclaimer of Warranty / Limitation of Liability**

SET Education Technology Private Limited does not warrant that the Website will operate in an uninterrupted or error-free manner or that the Website is free of viruses or other harmful components. Use of information obtained from or through these websites is at your own risk.

AGREE THAT SET Education Technology Private Limited WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE WEBSITE, OR TO YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE. IN PARTICULAR, SET Education Technology Private Limited WILL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, MISUSE OF EMAIL OR OTHER SERVICES, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF OR INABILITY TO USE A WEBSITE, OR ANY PURCHASES ON THE WEBSITE, OR YOUR PLACEMENT OF CONTENT ON A WEBSITE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH A WEBSITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

SET Education Technology Private Limited makes no representation regarding your ability to transmit and receive information from or through the Website and you agree and acknowledge that your ability to transmit and receive information through the Website may be subject to limitations, delays, or interruptions that are beyond SET Education Technology Private Limited's control. You further agree and acknowledge that SET Education Technology Private Limited does not guarantee the availability, accuracy, or security of the Website, and that the Website may be unavailable due to maintenance, technical issues, or other factors outside of SET Education Technology Private Limited's control.

## **Choice of Law/Forum Selection**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California located in the county of San Francisco. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue in such courts.

## **Notice**

SET Education Technology Private Limited reserves the right to update this Terms of Use from time to time. SET Education Technology Private Limited will notify you of any changes and/or modifications by updating the "Last Modified" date on this page, sending an electronic communication detailing the changes, posting a notification on the Services, or as required by law. Any changes or modifications will be effective immediately upon posting the update on SET Education Technology Private Limited's Services. You are encouraged to periodically review these Terms of Use to stay informed of updates. Your continued use of SET Education Technology Private Limited's Services after receipt of such revised Terms of Use will be deemed an acceptance of the changes.