

## **TERMS & CONDITIONS**

While using the SATI (Polytechnic) Online ERP Portal, you (the user) are deemed to have accepted the terms and conditions listed below. SATI (Polytechnic) reserves the right to add, delete, alter or modify these terms and conditions carefully at any point of time. The User is therefore advised to read these terms and conditions every time he/she uses the SATI (Polytechnic) Online ERP Portal of SATI (Polytechnic). All products/services and information displayed on SATI (Polytechnic) Online ERP Portal constitute an "invitation to offer". Your order for purchase constitutes your "offer" which shall be subject to the terms and conditions given below. SATI (Polytechnic) Online ERP Portal reserves the right to accept or reject your offer.

The agreement between you and the SATI (Polytechnic) Online ERP Portal shall be subject to the following terms and conditions:-

1. The User certifies that he/she is at least 18 (eighteen) years of age or has the consent of a parent or legal guardian.
2. These terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the SATI (Polytechnic) Online ERP Portal you agree to be bound by the Terms and Conditions.
3. All prices, unless indicated specially are in Indian Rupees.
4. All prices and availability of products are subject to change without prior notice at the sole discretion of SATI (Polytechnic) Online ERP Portal.
5. SATI (Polytechnic) reserves the right to refuse or cancel any order placed for a product, which is listed at an incorrect price. This shall be regardless of whether the order has been confirmed or the payment has been levied via credit card. In the event, the payment has been processed by SATI (Polytechnic) Online Service the same shall be credited to your credit card account and duly notified to you by email or by SMS.
6. In a credit card transaction, you must use your own credit card. SATI (Polytechnic) will not be liable for any credit card fraud. The liability to use a card fraudulently and the onus to prove otherwise shall be exclusively on the user.
7. Any request for cancellations of orders once duly placed on the site, shall not be entertained.
8. In the event of non-delivery on account of a mistake by you (i.e. wrong name or address) any extra cost incurred by SATI (POLYTECHNIC) for redelivery shall be claimed from the User placing the order.
9. SATI (POLYTECHNIC) shall not be liable for any delay/non-delivery of purchased goods (Study materials, Online Tests, any assignments) by the vendors, trade organization/s, manufacturers/shop etc. or in case of act of God such as flood, fire, wars, or any cause that is beyond the control of SATI (POLYTECHNIC) .
10. All products are duly screened and assured by the vendors to ensure that the products are of the standard quality, composition, style or model that they represent.
11. The User agrees to use the services provided by SATI (POLYTECHNIC) through their website [www.SATI \(Polytechnic\) .edu.in](http://www.SATI(Polytechnic).edu.in) for lawful purposes only.

12. The User agrees to provide authentic and true information. SATI (POLYTECHNIC) reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found to be flawed/incorrect (wholly or partly), SATI (POLYTECHNIC) has the right in its sole discretion to reject the registration and debar the User from using www.aakash.ac.in and/or other affiliated websites without prior intimation whatsoever.

13. SATI (POLYTECHNIC) will not be responsible for any damage suffered by users from use of the services on this site. This without limitation includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act/omission of the vendor. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action.

14. The User agrees clearly that the use SATI (POLYTECHNIC) Online ERP Portal is at the Users sole risk. SATI (POLYTECHNIC) affiliates, employees, agents, consultants, contracted companies make no warranties of any kind, whether expressed or implied for the service it is providing or as to the results that may be obtained from the use of the Service, or as to the accuracy, reliability or content of any information, service, or merchandise provided through this Service. It is also clearly understood that all warranties, implied or expressed take place between the vendors and the User.

15. Any student enrolled with SATI (POLYTECHNIC) will have to regularly work hard. In case the teacher feel that the student is not working hard, creating indiscipline or using unfair means in the University Campus or bus, irregular in attendance, not responding properly, he/she may be expelled from the University. The decision of the Vice Chancellor in this regard will be final and binding on the student/parent. No fee or part of the fee will be refunded in such cases.

16. If any student absents himself/herself for more than 10 days continuously without any prior written application, he/she will not be allowed to attend/join the classes and will not be given any test paper(s), he/she may be deemed to be expelled from the University. No separate intimation will be sent to the parents. No fee or part of the fee paid/encashed will be refunded in such cases. The decision of the Vice Chancellor in this regard will be final and binding on the students & parents.

17. After depositing money towards 'Registration & Admission', if a student becomes disinterested in the University due to any reason whatsoever and wants to take his/her money back, the University will not refund the money deposited towards Registration fee/Admission fee. However, if a student applies for refund before the commencement of course/classes, only tuition fee will be refunded as per SATI (POLYTECHNIC) fees refund policy. The registration/admission fee deposited towards a particular program will not be adjusted against any other program.

18. If any student/parent insists on lump sum payment of fee, the Institute can accept the same. The refund policy for such students will be same as students, who would pay the fee in installments.

19. Incomplete form will be rejected.

20. It is the responsibility of the parents to submit the fee of their ward in time as per schedule given in the prospectus. They should not expect reminders and calls from the University.

21. If any type of mishap occurs in the premises of University because of situations beyond control or any natural calamity such as earthquake, floods, fire, electric short circuit etc, the University shall not be responsible in any manner whatsoever.

22. No student is allowed to carry mobile phone/I-pod in the classes or during the tests/examinations. In case, if he/she carries mobile phone in the classes or tests/ examinations, then it should be switched off. The University is not responsible for any loss/theft of mobile phone in the University.

23. University reserves the right to use the photograph for publicity.

24. Any change in the correspondence address or phone number should be intimated to Academic Section of University immediately through a written application quoting the Name, and Enrollment No. of the student.

25. The entry into the classes is permitted only with the valid Identity Card issued to each and every student. If any student is found misusing the I-Card, he/she will be rusticated from the University.

26. In case any parent/guardian/student is found misbehaving with any staff member of the University, his/her ward can be rusticated and no claim to retain such student will be entertained. The decision of the Vice Chancellor will be final and binding on the student and parents/guardian.

27. Registered Students can obtain duplicate I-Card from the University against the proof of registration along with payment of Rs. 250/-.

28. If at any point of time, the Govt. further increases service tax, the extra amount of service tax will be borne by the students from the date of enforcement of the act by the Govt.

29. University reserves the right to make any alteration in its programs/venue/timing and days of classes without any prior notice to anybody. The decision of the Director will be final & binding on the students and the parents.

30. That the SATI (POLYTECHNIC) and you (the user) hereinafter referred as "Parties" agree that the present agreement shall be construed in accordance with the laws in force in India and in the eventuality of any dispute or difference (including in the eventuality of violation of the present agreement by any party) arise on any matter relating to or arising out of the present agreement the same shall be referred to the Sole Arbitration of an arbitrator to be appointed by the Vice Chancellor of SATI (POLYTECHNIC) whose decision shall be final and binding upon the parties. The sole Arbitrator shall conduct the arbitration proceedings at Indore only. It is also mutually agreed between the parties that the Parties would be entitled to invoke the present arbitration Clause/agreement during or even after the subsistence and even after the present agreement has expired or been terminated etc.

That in the event of such an Arbitrator to whom the matter has been originally referred is unable/failing/refusing to act for any reason whatsoever and/or withdrawing from his office at any stage/time, Vice Chancellor of SATI (POLYTECHNIC) shall be entitled to appoint another person to act as the Sole arbitrator. That such arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language.

That the Courts at Indore shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at Indore) over any or all disputes arising out of this present agreement and the parties hereby submit themselves to the jurisdiction of such Courts and/or Tribunals.

31. SATI (POLYTECHNIC) may also contact the user through SMS, email and call to give notifications on various important updates. Therefore, User holds SATI (POLYTECHNIC) non liable to any liabilities including financial penalties, damages, expenses in case the user's mobile number is registered with Do Not Disturb (DND) database.

32. Our Warranties and Disclaimers:

We provide our Services using a commercially reasonable level of skill and care and we hope that it will benefit you using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms SATI (POLYTECHNIC) does not make any specific promises about the Services. The specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is". Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

33. Liability for our Services

When permitted by law, SATI (POLYTECHNIC) will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages including but not limited to emotional loss, career loss, stress etc. To the extent permitted by law, the total liability of SATI (POLYTECHNIC) for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again). In all cases, SATI (POLYTECHNIC) will not be liable for any loss or damage that is not reasonably foreseeable.

We recognize that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.

34. Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify SATI (POLYTECHNIC) from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.