#### **Terms and Conditions**

Terms and Conditions for Deccansoft Software Services and Bestdotnettraining

(Effective June 7, 2011)

The following Terms of Use apply to the Deccansoft Software Services and the Bestdotnettraining web site (the "Web Site") and to the software, services, products, resources, information, content, materials and results or output derived from such services or products on the Web Site ("Site Content"). By using the Web Site or Site Contents you accept and agree to comply with the following Terms of Use.

We reserve the right to modify, alter, update, or remove portions of these Terms of Use at any time, so please check these Terms of Use and our <u>Privacy Policy</u> from time to time. Your continued use of the Web Site signifies your acceptance of any changed items. If you do not agree with our Terms of Use, your sole remedy is to discontinue your use of the Web Site. The failure of Deccansoft Software Services to enforce these Terms of Use, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

#### **Privacy**

Our Privacy Statement is a part of this Agreement and its terms are incorporated by this reference. Please read it now by clicking on "Privacy Statement". The statement explains how certain information about you may be used. You acknowledge and agree that Deccansoft Software Services and bestdotnettraining may exchange, use and store information about you and your orders in accordance with our Privacy Statement.

# Security and Your Obligation for Use of Your Password

We have security measures in place to protect your personal information, including the use of industry-standard encryption technology and internal policies and restrictions regarding the storage of and access to your personal information.

Your Bestdotnettraining account information and profile are password-protected so that you are the only one who has access to your personal information. You can edit your account information and profile by using your logon name and password. We recommend that you follow these guidelines to protect yourself:

- Do not tell anyone your password. If your password has been compromised for any reason, you should immediately change your password.
- Do not respond to unsolicited e-mail by giving your password, even if the e-mail claims to be from us. Deccansoft Software Services or Bestdotnettraining will never ask you for your password in this way.
- When you are done using the bestdotnettraining site, sign out of your account and close your browser window.

No data transmission over the Internet can be guaranteed to be 100% secure. Although we are committed to protecting your personal information, Deccansoft Software Services or Bestdotnettraining cannot ensure or warrant the security of any information you send to us or from our online training services. Providing personal information to Deccansoft Software Services and bestdotnettraining is done at your own risk. This site has security measures in place to protect the loss, misuse, and/or alteration of information under our control. The data resides behind a firewall, with access restricted to authorized Deccansoft Software Services and bestdotnettraining personnel.

Notice of Ability to Obtain the Videos for Limited Warranties & Disclaimers

You can access the Videos for a limited time period, you may obtain details about the time period given to you at the email address or telephone number indicated on the website.

The website and the site content are provided "AS IS" without warranty of any kind. Deccansoft Software Services and Bestdotnettraining and its associates expressly disclaim all representations or warranties, either express or implied as to the website, site content training content, including without limitations, implied warranties, title and non infringement.

Deccansoft Software Services and Bestdotnettraining don't make any representations or warranties that:

- The Web Site or Site Content or any products or services or training sessions purchased from Deccansoft Software Services and Bestdotnettraining will meet your requirements or expectations.
- The operation of the Web Site or the Site Content will be uninterrupted, timely, secure, or error-free or that any errors will be corrected.
- Any particular results will be obtained from the use of the Web Site or from any products or services purchased from Deccansoft Software Services and Bestdotnettraining.
- The Site Content is accurate, correct, or timely.
- The Site Content is updated or otherwise contains current information.
- The Site Content has expired or has been removed from the Web Site.

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THE WEB SITE MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL AND CLERICAL ERRORS Deccansoft Software Services and Bestdotnettraining EXPRESSLY DISCLAIMS ANY OBLIGATION(S) TO UPDATE THIS WEBSITE OR ANY OF THE MATERIALS ON THIS WEBSITE.

# **You're Representations & Warranties:**

You represent and warrant for the benefit of Deccansoft that

- You are at least 18 years of age
- You possess the legal right and ability to enter into this Agreement and make the transaction and charge on your own behalf or on behalf of any person for whom you are acting as agent and/or that you are authorized to use the password required for this Site
- All information that you submit to us is true, accurate and current.

#### **Electronic Communications, Notices:**

Online training is conducted electronically and you agree that we can communicate with you electronically. For example, we may send you email asking about your experience with Deccansoft, email notices and other disclosures, and if you forget or lose your password, you agree that we may supply it by email to your computer. However, since email delivery is not infallible, you also agree to contact Deccansoft for payment details and other information such as passwords of your account. You agree to keep all records relating to your account.

### **Submission of Comments, Ideas and Other Information:**

Any comments or information that you provide to Deccansoft, for example feedback or ideas in response to a customer survey regarding the Site, suggestions, ideas, concepts, or other information (collectively, the "Submissions"), shall be deemed, and shall remain, the property of Deccansoft. None of the Submissions shall be subject to any obligation of confidence on the part of Deccansoft, and Deccansoft shall not be liable for any use or disclosure (including publication in any medium) of any Submissions. Without limitation of the foregoing, Deccansoft shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature and shall be entitled to unrestricted use of the Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions.

### **Promotions:**

No promotion (e.g., special price discount) is offered by Deccansoft. You agree that offers from non-Deccansoft companies on the Site are solely liable for their promotions and that Deccansoft is not liable. You also agree to comply with all terms of a promotion. Note: some promotions will be subject to other restrictions, including without limitation, time limits that could expire during your visit to the Site. Deccansoft reserves the right to withdraw or refuse to honor any promotion that has been altered or modified - other than by Deccansoft.

# **Payment Options:**

Payments are accepted through Paypal and other options as mentioned on the web site, once the payment is done it cannot be refunded. The prices of the online training are subject to change without notice. Taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances due to currency fluctuations and market conditions and changes in tax rates. Payment will not be refunded if more than 10 videos are viewed, even a click of the video is considered as viewing. No Exchange of courses is allowed.

If a payment is done with your Account, we will assume that you have either paid the amount yourself or have provided information to or received it from someone who is authorized to pay the amount on your behalf. Subject to applicable law, you agree that we may make that assumption and that you will be obligated for that payment. So please protect and guard access to your computer, your password, credit card number, Paypal information and other personal information.

## **Indemnity:**

You agree to indemnify, defend, and hold harmless Deccansoft Software Services and Bestdotnettraining and its subsidiaries, affiliates, officers, employees, directors, agents, suppliers and sponsors from and against any and all claims, damages, costs, or other expenses (including reasonable attorney's fees) that arise directly or indirectly out of or from:

- Any breach of these Terms of Use or of any representation or warranty made by you in these Terms Of Use;
- Your activities in connection with the Web Site or Site Contents.

## **Miscellaneous, Entire Agreement:**

If any part of this Agreement is determined to be invalid or unenforceable, 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. The Agreement (including any related consents or agreements that you provide during your visit to the Site) together with any license or agreement with Deccansoft delivered in connection with any item acquired via the Site, constitutes the entire agreement between you and Deccansoft with respect to the Site and that item, and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral or written, between you and Deccansoft regarding the Site and/or any order you place through it.

### International users and choice of LAW:

This Site is controlled, operated and administered by Deccansoft Software Services from its offices within India. You may not use the Web Site or export the materials in violation of any applicable export laws and regulations. If you access this Web Site from a location outside India, You are responsible for compliance with all local laws.

These Terms and Conditions of Use shall be governed by the laws of India, without giving effect to its conflict of laws provisions. You agree that the appropriate court(s) in Hyderabad, India, will have the exclusive jurisdiction to resolve all disputes arising under these Terms and Conditions of Use and You hereby consent to personal jurisdiction in such forum.

These Terms and Conditions of Use constitute the entire agreement between Deccansoft Software Services and You with respect to your use of the Web Site. Any claim you may have with respect to your use of the Web Site must be commenced within one (1) year / with the durations of the training period of the cause of action. If any provision(s) of this Terms of Use is held by a court of competent jurisdiction to be contrary to law then such provision(s) shall be severed from this Terms of Use and the other remaining provisions of this Terms of Use shall remain in full force and effect.